

# **NEW BUSINESS**

**11/14/16**

**From:** paul provencher  
**Sent:** Friday, October 14, 2016 4:33 PM  
**To:** Colleen Lieb  
**Subject:** petition to the water commisioners (BOS)

Colleen

One of my 91 year old WWII veterans asked me if I'd represent him in front of the BOS as he petitioned to have his \$1440.28 water bill abated. He was living on his own at the time and with his poor hearing did not realize that he had a commode that was leaking internally for an extended period of time.

Setting up the hearing on 7 Nov. would work best for both of us.

Thanks Paul

UT3001M1 CGNSLVS Inquiry - Customer Summary (A) 10/14/2016 16:17:09  
 001 1230 00 01 Screen? \_ Parcel# 059 5952 Status ACTIVE  
 Acct Type RESIDENTIAL \*NOTES EXIST  
 GRANNUM, SHERWIN SSN#  
 31 ACORN STREET Home# 508-947-2956 Move In Date  
 MIDDLEBORO MA 02346 Work# Move Out Date  
 Route# 2810  
 ----Service Address----- # Meters 1 Pull Code Bill Due Date 9/09/2016  
 31 ACORN STREET In/Outside Code  
 MIDDLEBORO MA 02346 Accts Receivable  
 Current Amt WATER 689.82  
 Over 30 Days 163.48 SEWER 735.46 STICKERS  
 Over 60 Days 163.48 WATER PEN 15.00 NO TRASH SRVC  
 Over 90 Days 1,113.32 LEACHATE EXEMPT Y  
 Over 120 Days SEPTAGE Registration # 2910  
 WATER FINL Occupant  
 Previous Bal. 1,505.28 GREASE  
 PTD Payments 80.00 FIRE PROT  
 PTD Penalties 15.00 SEWR FINAL  
 PTD Adj. TRASH  
 Pending Pmts. Garb Pickup T  
 Amount Due 1,440.28  
 F3=Exit F4=Lookup F9=Notes F10=Flat Rates F11=Owners F24=MoreKeys

CRANBERRY CAPITAL  
OF THE WORLD



Town of Middleborough  
Massachusetts

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

BOARD OF SELECTMEN  
Marsha L. Brunelle  
Adam M. Bond  
Patrick E. Rogers  
Wayne C. Perkins  
Steven P. Spataro

November 1, 2007

Richard Tinkham, Superintendent  
Water Department

RE: Abatement Policy

Dear Mr. Tinkham,

At their meeting held on Monday, October 1, 2007 the Board of Selectmen voted to accept the proposed policy for Water Rates and Abatements as presented in your letter to the Board dated September 28, 2007. This policy will be part of the Water Division Regulations and Policies to be prepared in the near future.

Please contact this office if you need any further information.

Sincerely,

Diane Henault, Secretary  
BOARD OF SELECTMEN

cc: Board of Selectmen



Town of Middleboro  
Water Division - Department of Public Works  
48 Wareham Street, Middleboro, Massachusetts  
508-946-2482  
Fax 508-946-2484



Richard E. Tinkham  
Water Superintendent/Chief Operator

## WATER RATES AND ABATEMENTS

The Middleborough Board of Selectmen, acting as Water Commissioners, is empowered under Chapter 320, Special Acts of the Legislature of 1916, and revised in 1992, to fix just and equitable prices and rates for the use of water.

All water shall be sold by meter.

No meter shall be changed, disconnected, or in any way disturbed, except by a Water Division employee. Any meter seal found broken may be considered a violation of the rule. Penalties are provided under Chapter 165, Section 11, of the General Laws.

If, for any reason, a meter fails to record the amount of water used, the quantity shall be estimated by the Water Division. Determination shall make reasonable reference to the quantity used in the preceding billing period. All water passed through a meter will be charged accordingly, whether used or wasted.

Abatement policy is as follows: A customer claiming error in meter registration may, under Chapter 165, Section 10, of the General Laws, have the meter removed and tested. The law provides for abatement in case of other charges and for additional charges in case of under registration. Adjustment of charges based upon meter testing shall be as follows: Charges shall be adjusted within the percentage range (high or low) specified under the American Water Works Association Standard for meter testing. Abatement of charges shall only be made when meter malfunction is verified to be the cause of over registration. Abatements shall not be made for water usage resulting from leakage in pipes or fixtures on customers' property. It is the customers' responsibility to maintain household plumbing and to correct leakage problems to prevent excessive usage.

Abatements up to \$1,000.00 shall be made by the Water Superintendent. Abatements in excess of \$1,000.00 shall be referred to the Board of Selectmen acting as Water Commissioners for determination.



**TOWN OF MIDDLEBOROUGH  
HEALTH DEPARTMENT**

Robert E. Buker  
Health Officer

PH: 508-946-2408  
FX: 508-946-2321

**MEMO**

**TO: Board of Selectmen**

**FROM: Robert Buker**

**DATE: October 13, 2016**

**RE: Middleborough Housing Initiative**

The Health Department was recently made aware of a program in place at the State Attorney's General Office which deals with the issue of abandoned properties through court ordered receivership. The objective of this program is to bring blighted and/or abandoned properties up to code for living standards with the added benefit of tax revenue and general aesthetics of areas.

Upon learning about this program, the Health Department reached out to the Attorney General's Office for more information. Three representatives, in turn, very kindly took the time to visit Middleborough and present their Abandoned Housing Initiative program. The presentation included an explanation of how the Town of Middleborough could utilize this very effective tool in co-op with the office of the Attorney General to strive for these same objectives at a municipal level.

Essentially, what this would be for the Health Department (and the Town as a whole) is a well guided and strongly assisted navigation of the Plymouth County Housing Court system in order to obtain compliance, utilizing measures up to and including receivership of properties.

Attached is a copy of the Initiative being proposed by the Health Department, and a flow chart to help explain the model. We look forward to discussing this further with the Board soon. Also, I would like to commend Catherine Hassett for bringing this to my attention and Margaret Juneau for her follow up work with setting up the presentation date and preparing the attached documents.

# Middleborough Housing Initiative

## 1. Related Strategic Priority

Obtain compliance with Chapter II of the State Sanitary Code from blighted and/or abandoned properties.

## 2. Initiative Context and Expected Results

Develop a working co-op between the Town of Middleborough and the State Attorney General's Office "Abandoned Housing Initiative." The goal of this local initiative is to expedite the legal processes of compelling current owners to bring blighted properties up to code, or to have a plan in place to legally appoint a receiver to do so.

## 3. Team

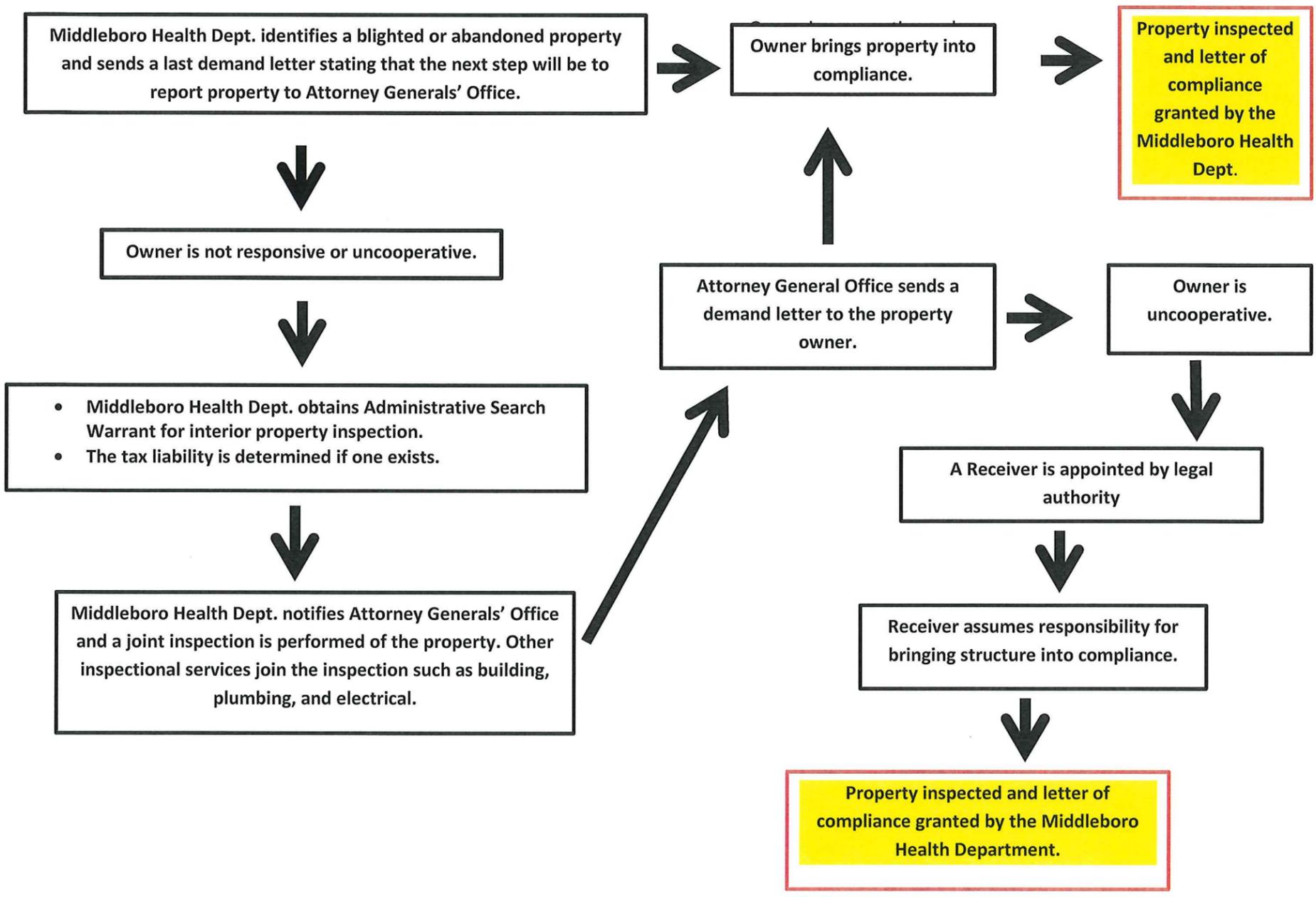
Initiative lead:	Robert Buker, Health Officer
Team members: (Abandoned Housing Initiative Task Force)	Catherine Hassett, Health Inspector Margaret Juneau, Health Inspector Lance Bengamino, Fire Chief Robert Whalen, Bldg Inspector Mellio Gazza, Wiring Inspector Jon Catalano, Plumbing Inspector
Proposed start date:	10/03/2016
Proposed end date:	N/A

## 4. Resources Required

Financial and other resource implications:	<i>It is not anticipated that additional hires or other major costs will be associated with implementing this initiative. Conversely, this initiative is aimed at improving the Town's blighted properties and expanding tax revenue.</i>
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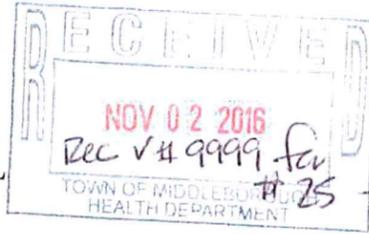
## 5. Initiative Work Plans and Interdependencies

Objectives	Outcomes	Lead	Due Date / Milestones	Interdependencies
<i>List by objectives for initiative in chronological order of estimated completion</i>	<i>List the expected outcomes for each objective</i>	<i>Designate the person who will own initiative</i>	<i>MM/YYYY</i>	<i>List requirements from departments/ functions within the organization (i.e., fundraising, training, HR, evaluation, etc.) needed to achieve each objective</i>
<i>Identify properties</i>	<i>Prioritize by need</i>			
<i>The M.H.D. send demand letters</i>	<i>Removal of some of the properties from the list</i>			
<i>Obtain warrants &amp; Notify A.G.'s office</i>	<i>Gain access for interior inspection</i>			
<i>Inspect</i>	<i>Generate list of code violations</i>			
<i>Monitor progress</i>	<i>Proper work towards goals</i>			
<i>Final inspection for Chapter II</i>	<i>Compliance of the State Sanitary Code &amp; Occupancy</i>			





LICENSE APPLICATION/RENEWAL  
COMMON VICTUALLER



DATE 11/2/2016

FEE \$ 25.00  
# 24-17

NAME OF BUSINESS MAIN INGREDIENT

ADDRESS/LOCATION FOR PERMIT USE 75 N. MAIN ST. MIDDLEBORO MA 02346

ASSESSORS MAP & LOT 50 P 6233

NAME OF APPLICANT/PETITIONER DAVE PINCUS

ADDRESS OF APPLICANT/PETITIONER 17 WILDFLOWER LN. MIDDLEBORO MA 02546

TELEPHONE # OF APPLICANT 774-766-7639

F.I.D # OF APPLICANT/PETITIONER 814274949

IF A CORPORATION OR PARTNERSHIP, GIVE NAME, TITLE, AND HOME ADDRESS OF

OFFICERS OR PARTNER DAVE PINCUS - 17 WILDFLOWER LN.  
MIDDLEBORO MA 02346

  
SIGNATURE OF APPLICANT

TO: TREASURER/COLLECTOR  
FROM: HEALTH DEPARTMENT

Please inform this department, as to whether or not the above 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 the property owner/petitioner/applicant owe taxes/municipal charges? No

Signed V. Matrucciano  
(Treasurer & Collector)

LICENSE APPLICATION

Date... 11/1/16

Name of Business... From Trash to Treasure Antiques + Collectibles

Name of Applicant/Petitioner... Mary Lucas

Address/Location for Permit Use... 29 Centre St. Middleboro

Assessor's Map and Lot# for Permit Use. ....

Address of Applicant/Petitioner... 49 Howland Rd Lakeville Ma.

F.I.D. # of Applicant/Petitioner... 46-1909157

Email Address... samsmom83109@gmail.com

Hours of Operation... M-F 10-3 Sat 12-4 Sun by chance

Please provide description of merchandise for sale... Antiques + Collectibles

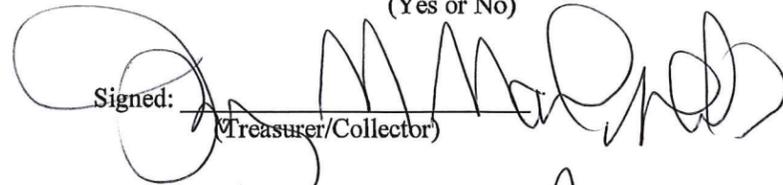
Mary A Lucas  
Signature of Applicant

TO: TREASURER/COLLECTOR  
FROM: SELECTMEN'S OFFICE

Please inform this department, as well as the Board of Selectmen, as to whether or not the above 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 this Property Owner/Petitioner/Applicant owe taxes/municipal charges: No  
(Yes or No)

P. ID # 50P-6227  
25 Center St.

Signed:   
(Treasurer/Collector)



The Commonwealth of Massachusetts  
Department of Industrial Accidents  
Office of Investigations  
600 Washington Street  
Boston, Mass. 02111

Workers' Compensation Insurance Affidavit - General Businesses

name: Mary Lucas  
address: 49 Centre St. Tax ID # 46-1909157  
city: Middleboro state: Ma. zip: 02346 phone # 508-328-9697

work site location (full address):

- I am a sole proprietor and have no one working in any capacity. Business Type:  Retail  Restaurant/Bar/Eating Establishment
- I am an employer with \_\_\_\_\_ employees (full & part time).  Office  Sales (including Real Estate, Autos etc.)
- I am an employer providing workers' compensation for my employees working on this job.  Other

company name: \_\_\_\_\_  
address: \_\_\_\_\_  
city: \_\_\_\_\_ phone #: \_\_\_\_\_  
insurance co. \_\_\_\_\_ policy # \_\_\_\_\_

- I am a sole proprietor and have hired the independent contractors listed below who have the following workers' compensation policies:
- company name: \_\_\_\_\_  
address: \_\_\_\_\_  
city: \_\_\_\_\_ phone #: \_\_\_\_\_  
insurance co. \_\_\_\_\_ policy # \_\_\_\_\_
- company name: \_\_\_\_\_  
address: \_\_\_\_\_  
city: \_\_\_\_\_ phone #: \_\_\_\_\_  
insurance co. \_\_\_\_\_ policy # \_\_\_\_\_

Failure to secure coverage as required under Section 25A of MGL 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one year's imprisonment as well as civil penalties in the form of a STOP WORK ORDER and a fine of \$100.00 a day against me. I understand that a copy of this statement may be forwarded to the Office of Investigations of the DIA for coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.  
Signature Mary A Lucas Date 11/11/06  
Print name Mary Lucas Phone # 508-328-9697

official use only do not write in this area to be completed by city or town official

city or town: \_\_\_\_\_ permit/license # \_\_\_\_\_

check if immediate response is required

contact person: \_\_\_\_\_ phone #: \_\_\_\_\_

(revised Sept. 2005)

- Building Department
- Licensing Board
- Selectman's Office
- Health Department
- Other

**From:** Cape Cod Race [mailto:capecodrace@gmail.com]

**Sent:** Friday, October 28, 2016 1:56 PM

**To:** Colleen Lieb

**Subject:** RE: Road Race Approval

Good Morning-

My name is Heather Manuel and I work with Anne Marie Winchester from South Shore Race Management. We are seeking approval for a road race on April 8, 2017 at 9am to benefit a scholarship fund at Massasoit College. They are tentatively calling the race the Messenger Runner 5k. I have attached the course map. It is very similar to the course we have successfully used for Tim's Home Run.

I can be reached at [508-274-2875](tel:508-274-2875) if you have any questions. Thank you in advance for your time.

Heather Manuel



**AMENDMENT NO. 1**

TO

**AGREEMENT FOR PROFESSIONAL SERVICES**

Between

**TOWN OF MIDDLEBOROUGH, MA**  
**48 Wareham Street**  
**Middleboro, MA 02346**

And

**BETA GROUP, INC.**  
**6 Blackstone Valley Place**  
**Lincoln, RI 02865**

For

**Brookside Estates**  
**Construction Phase Services**

THIS AMENDMENT No. 1 made this \_\_\_ day of \_\_\_\_\_, 2016, between the **Town of Middleborough**, Massachusetts, hereinafter called the "TOWN", and **BETA Group, Inc.**, hereinafter called the "CONSULTANT", amend the "AGREEMENT" BETWEEN the TOWN and the CONSULTANT for the professional services in connection with Brookside Estates, dated September 19, 2016, hereafter called the "PROJECT".

WHEREAS, an increased level of effort on the part of the CONSULTANT is sought by the TOWN to advance the PROJECT through construction, and

WHEREAS, TOWN and CONSULTANT have mutually agreed to proceed with these efforts;

AND WHEREAS, TOWN and CONSULTANT agree that the level of compensation for professional services allowed for in the present AGREEMENT needs to be modified;

NOW THEREFORE, in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

- A.) Amend – ATTACHMENT A – SCOPE OF SERVICES as follows:

## **Task 2: Construction Phase Services**

**2.1 Construction Administration** - During the construction phase, CONSULTANT will provide the following services:

- Provide consultation and advice on construction matters to the Town including periodic visits to the Project site to observe the progress and quality of the executed work, and to assess if the work is being conducted in general accordance with the Contract Documents. The CONSULTANT will not be responsible for and will not have control or charge of the construction methods or procedures, or the safety precautions and programs incident thereto.
- Prepare preliminary sketches and supplementary sketches necessary to resolve actual field conflicts encountered.
- Prepare and submit to the Town for review and approval contract change orders, as necessary.
- Review and certify application for payments submitted by the contractor for work completed.
- Review and approve or reject shop drawings, diagrams, illustrations, samples and schedules, the results of tests and inspections and other data which the contractor is required to submit to demonstrate conformance with the design concept of the Project in writing.
- Determine dates of substantial and final completion in consultation with the Town, assemble written guarantees and related documents, which are to be provided by the contractor, and issue the final certificate of payment. Final completion shall be construed to include accomplishment and acceptance of all punch-list items.

**2.2 Onsite Construction Observation** - Consultant will provide a full-time Resident Representative (RR), to serve as the Town's primary onsite representative and liaison for the project. For the purpose of a budgetary definition, "*full-time*" shall mean 8-hours per working day, 5-days per week (M-F). It is not envisioned such oversight services will be requested and/or required for Saturdays, Sundays or holidays, or beyond an 8-hour working day unless otherwise authorized and approved by the Town in advance. Generalized duties and responsibilities shall include, but may not be limited to the following:

- Conduct daily onsite observations of the work in progress, or as otherwise necessary, to determine if the work is proceeding in general accordance with the approved design documents and the Town's regulatory requirements, infrastructure standards, operational functionality and overall acceptance policies, and that completed work conforms to the approved documents.
- Coordinate and routinely work with the Town's DPW staff and other agents to maintain close on-site coordination and communications between parties.
- Prepare documented daily reports detailing the progress of the work and of the construction contractor's general compliance with the approved documents and construction schedules. Daily reports shall be supplemented with photographs to

capture critical work items and/or milestones of the project. Record hours on the job site; weather and site conditions; data relative to questions from the Contractor; list of principal visitors and regulatory representatives; daily activities such as work completed; decisions; observations in general; and specific observations in more detail as necessary in the case of observing test procedures.

- Observe the contractor's work with respect to overall quality, suitability and general conformance with the Town's requirements.
- Witness and verify that tests are conducted as required by the Town and in the presence of the required personnel, and that the Contractor maintains adequate records thereof.
- Report to the CONSULTANT and the Town if work is discovered to be unsatisfactory, faulty, or defective, or does not conform to the approved documents and/or Town's infrastructure standards, or requires a substitution of materials or equipment, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made.
- Consider and evaluate the contractor's suggestions for proposed modifications in the approved documents and report them with recommendations to the Town.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings, and sample submissions, reproductions of original documents approved by the Town, including any addenda, change orders, field orders, progress reports and other project-related documents.
- Periodically review for completeness and accuracy the contractor's marked prints (redlines/as-built drawings) as may be necessary, and for comparison with the approved design documents.
- Conduct final inspections in the company of the Town, and the Contractor and prepare a list of items to be corrected, if required.

B) Amend – ARTICLE 4 – COMPENSATION & PAYMENT as follows:

Adjust CONSULTANT'S payment from Twenty Thousand (\$20,000) Dollars to a cost not to exceed fee of \$77,600.

All terms and conditions of the AGREEMENT remain in full force except as specifically modified by this AMENDMENT No. 1.

**TOWN OF MIDDLEBOROUGH, MA**

By: Board of Selectmen:

By Planning Board:

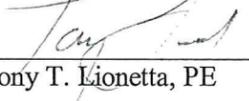
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\_\_\_\_\_  
\_\_\_\_\_

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

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

**BETA GROUP, INC.**

By:   
Anthony T. Lionetta, PE

Title: Senior Vice President

Date: October 6, 2016

Approved as to form:

  
Town Counsel

CERTIFICATION OF APPROPRIATION

The undersigned hereby certifies that an appropriation of the amount of this AMENDMENT NO.1 is available therefore and that the amount of \$57,600 has been authorized to execute said AMENDMENT NO.1.

\_\_\_\_\_  
*Town Accountant*

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

October 14, 2016

Mr. Joseph Silva, Superintendent  
Water Department  
48 Wareham Street  
Middleborough, MA 02346

Subject: **Comprehensive Leak Detection Survey**

Dear Mr. Silva:

Sealed quotes for the Water Department's Comprehensive Leak Detection Survey project were opened on September 20, 2016. Three quotes were received and are summarized on the enclosed Quote Tabulation. Consulting Engineering, Inc. of Strongsville, OH submitted the low quote of \$10,600.00.

As we discussed, there is a significant difference between Consulting Engineering's quote and the other two bidders' quotes. We have reviewed the project requirements, scope of work and schedule with the owner of Consulting Engineering (Mr. Ray Chan, P.E.) and he has confirmed the firm's quote and ability to complete the project in accordance with the project requirements.

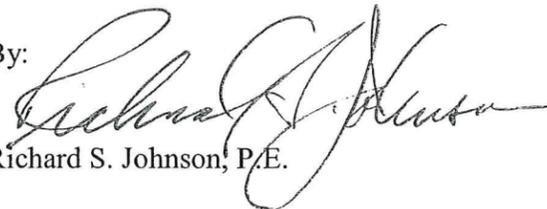
Based on phone discussions with all five of Consulting Engineering's references, we are satisfied that Consulting Engineering, Inc. has the experience and capability to complete the project. We therefore recommend award of the Comprehensive Leak Detection Survey project contract to Consulting Engineering, Inc. We have enclosed the original Quotes of all the firms for your files. Please advise when the project has been awarded and we will prepare the contract to be executed.

Please call if you have any question.

Very truly yours,

AMORY ENGINEERS, P.C.

By:



Richard S. Johnson, P.E.

rsj:RSJ

enc.

Mr. Robert Nunes

Mr. Christopher Peck

# 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

## QUOTE TABULATION

### COMPREHENSIVE LEAK DETECTION SURVEY MIDDLEBOROUGH, MA

**Bid Opening: September 20, 2010**

<u>Rank</u>	<u>Bidder</u>	<u>Address</u>	<u>Amount</u>
1	Consulting Engineering, Inc.	13477 Prospect Road Suite 214 Strongsville, OH 44149	\$10,600.00
2	Sarian Company, Inc.	8 Jan Sebastian Drive Unit 24 Sandwich, MA 02563	\$21,735.00
3	Matchpoint Water Asset Management, Inc.	215 Racine Drive Suite 201 Wilmington, NC 28403	\$30,180.00

Incorporated 1669



CRANBERRY CAPITAL  
OF THE WORLD



Highway  
Sanitation  
Insect & Pest Control  
Tree Warden  
Wastewater  
Water

*Town of Middleborough*  
Massachusetts  
Department of Public Works  
48 Wareham Street  
Middleborough, MA 02346  
Phone 508-946-2481 Fax 508-946-2484

Christopher Peck  
D. P. W. Director

October 21, 2016

Mr. Robert Nunes, Town Manager  
Town Hall  
10 Nickerson Ave  
Middleborough, Ma 02346

Subject: Road Salt, Magnesium Chloride and Ice Ban Bids FY-2017

Dear Mr. Nunes,

I recommend that the Board of Selectmen award the bid for Salt for snow and ice control to Eastern Minerals, Inc. 134 Middle Street, Suite 210, Lowell, MA 01852, at their bid price of \$51.95 per ton through the Town of Plymouth Regional Salt Bid #21621. This amount is \$15.01 less than last year's bid amount per ton.

In addition, I recommend that an alternate bid be awarded to Mid-American Salt, Inc., 4528 Hillegas Road, Fort Wayne, IN 46818, at their bid price of \$53.49 per ton. This amount is \$13.47 less than last year's bid amount per ton. The alternate bid would only be used in the instance that the first bidder cannot provide the service as shown in the bid specifications.

Also, I recommend that the Board of Selectmen award the bid for Liquid Magnesium Chloride to Innovative Municipal Products Inc., DBA Innovative Surface Solutions 454 River Road, Glenmont, NY 12077 at their bid price of \$ 0.89 per gallon through the Town of Plymouth Regional Salt Bid #21621. This amount is the same as last year's bid amount per gallon.

Lastly, I recommend that the Board of Selectmen award the bid for Agricultural Bi- Product De-Icer to Safe Road Services, 3 McKinley Road, Franklin, MA 02038 at their bid price of \$ 1.25 per gallon through the Town of Plymouth Regional Salt Bid #21621. This amount is \$0.03 less than last year's bid amount per gallon.

Please return the signed contracts to me and I will mail them to the vendors for their signatures.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ch Peck".

Christopher Peck  
Director of Public Works

Incorporated 1669



CRANBERRY CAPITAL  
OF THE WORLD



DIVISIONS

- Highway
- Sanitation
- Insect & Pest Control
- Tree Warden
- Wastewater
- Water

*Town of Middleborough*

*Massachusetts*

Department of Public Works  
 48 Wareham Street  
 Middleborough, MA 02346  
 Phone 508-946-2481 Fax 508-946-2484

Christopher Peck  
 D. P. W. Director

CONTRACT

Contractor Name and Address

Eastern Minerals Inc.  
 134 Middle Street, Suite 210  
 Lowell, MA 01852

Department Name and Address

Middleborough DPW  
 48 Wareham Street  
 Middleborough, MA 02346

Contract Dates: November 1, 2016 to October 31, 2017

Eastern Minerals Inc. agrees to supply the Middleborough DPW with Road Salt per bid submitted to the Town of Plymouth Regional Salt Bid #21621 as follows:

\$51.95 per ton

For the Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Incorporated 1669



CRANBERRY CAPITAL  
OF THE WORLD



DIVISIONS

- Highway
- Sanitation
- Insect & Pest Control
- Tree Warden
- Wastewater
- Water

*Town of Middleborough*

*Massachusetts*

Department of Public Works  
 48 Wareham Street  
 Middleborough, MA 02346  
 Phone 508-946-2481 Fax 508-946-2484

Christopher Peck  
 D. P. W. Director

CONTRACT

Contractor Name and Address

Mid-American Salt, Inc.  
 4528 Hillegas Road  
 Fort Wayne, IN 46818

Department Name and Address

Middleborough DPW  
 48 Wareham Street  
 Middleborough, MA 02346

Contract Dates: November 1, 2016 to October 31, 2017

Mid-American Salt Inc., agrees to supply the Middleborough DPW with Road Salt per bid submitted to the Town of Plymouth Regional Salt Bid #21621 as follows:

\$53.49 per ton

For the Contractor:

For the Department

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Incorporated 1669



CRANBERRY CAPITAL  
OF THE WORLD

*Town of Middleborough*  
*Massachusetts*  
Department of Public Works  
48 Wareham Street  
Middleborough, MA 02346  
Phone 508-946-2481 Fax 508-946-2484

  
DIVISIONS  
Highway  
Sanitation  
Insect & Pest Control  
Tree Warden  
Wastewater  
Water

Christopher Peck  
D. P. W. Director

CONTRACT

Contractor Name and Address

Department Name and Address

Innovative Municipal Products, Inc.  
DBA Innovative Surface Solutions  
454 River Road  
Glenmont, NY 12077

Middleborough DPW  
48 Wareham Street  
Middleborough, MA 02346

Contract Dates: November 1, 2016 to October 31, 2017

Innovative Municipal Products Inc. agrees to supply the Middleborough DPW with Liquid Magnesium Chloride per bid submitted to the Town of Plymouth Regional Salt Bid #21621 as follows:

\$0.89 per gallon

For the Contractor:

For the Department

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Incorporated 1669



CRANBERRY CAPITAL  
OF THE WORLD



DIVISIONS

- Highway
- Sanitation
- Insect & Pest Control
- Tree Warden
- Wastewater
- Water

*Town of Middleborough*

*Massachusetts*

Department of Public Works  
 48 Wareham Street  
 Middleborough, MA 02346  
 Phone 508-946-2481 Fax 508-946-2484

Christopher Peck  
 D. P. W. Director

CONTRACT

Contractor Name and Address

Safe Road Services, Inc.  
 3 McKinley Road  
 Franklin, Ma 02038

Department Name and Address

Middleborough DPW  
 48 Wareham Street  
 Middleborough, MA 02346

Contract Dates: November 1, 2016 to October 31, 2017

Safe Road Services agrees to supply the Middleborough DPW with Agricultural Bi-Product De-icer per bid submitted to the Town of Plymouth Regional Salt Bid #21621 as follows:

\$1.25 per gallon

For the Contractor:

For the Department

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**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 THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$1,200.00)**, 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 11/07/16

**Account # 29.3560.34**  
**Oliver Estate Revolving Account**

INVOICES ATTACHED

NAME	ADDRESS	AMOUNT	TOTAL
Greener Horizons	7 Clayton Road Middleborough, MA 02346	\$1,200.00	\$1,200.00
	TOTAL		\$1,200.00



# Invoice

Date	Invoice #
10/21/2016	11853

Bill To
Town of Middleborough ATTN: Town Manager's Office Bob Nunes 10 Nickerson Avenue Middleborough, MA 02346

Job Location
445 Plymouth Street Middleborough, MA 02346

For any billing questions please call 508-947-0225	Terms	Due Date
	Due on receipt	10/21/2016

Serviced	Description	Qty	Rate	Amount
7/8/2016	Weekly Landscape Service on 7/8/16	1	150.00	150.00
7/22/2016	Weekly Landscape Service on 7/22/16	1	150.00	150.00
8/4/2016	Weekly Landscape Service on 8/4/16	1	150.00	150.00
8/18/2016	Weekly Landscape Service on 8/18/16	1	150.00	150.00
9/1/2016	Weekly Landscape Service on 9/1/16	1	150.00	150.00
9/15/2016	Weekly Landscape Service on 9/15/16	1	150.00	150.00
9/29/2016	Weekly Landscape Service on 9/29/16	1	150.00	150.00
10/13/2016	Weekly Landscape Service on 10/13/16	1	150.00	150.00

All account balances not paid within terms are subject to a finance charge of 1.5% (18% annually).	<b>Subtotal</b>	\$1,200.00
	<b>Sales Tax (6.25%)</b>	\$0.00
	<b>Total</b>	\$1,200.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$1,200.00

Thank you for your business!!

**Town of Middleborough, Massachusetts**  
**OWNER AND ARCHITECT**  
**CONTRACT FOR DESIGNER SERVICES**  
**AMENDMENT NO. 1**

**WHEREAS**, the Town of Middleborough (“Owner”) and Kaestle Boos Associates, Inc. (the “Architect”) (collectively, the “Parties”), entered into an Owner and Architect Agreement for the New Police Station Design and Construction Phase Services (“Contract”) on June 27<sup>th</sup>, 2016.

**WHEREAS**, effective as of October 13<sup>th</sup>, 2016, the Parties wish to amend the Contract to incorporate additional professional services.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Architect to perform services pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of the professional services required under the Contract, as amended, the Architect shall be compensated by the Owner in accordance with the following fee:

Additional Services (further detailed in the attached Exhibit A):

**Total Geotechnical Services:           \$13,343**

This Amendment No. 1 is a result of:

**Additional services for geotechnical engineering for the New Police Station Design and Construction Phase Services project as detailed in the Contract, this Amendment and the attached Exhibit A.**

IN WITNESS WHEREOF, the Owner and the Architect have caused this Amendment No. 1 to be executed by their respective authorized officers.

**OWNER**

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

By \_\_\_\_\_

Date \_\_\_\_\_

**ARCHITECT (Kaestle Boos Associates, Inc.)**

Michael J. McKeon, AIA, LEED AP  
(print name)

Vice President  
(print title)

By  \_\_\_\_\_

Date October 13, 2016



September 19, 2016

Mr. Todd Costa, RA  
Kaestle Boos Associates, Inc.  
325 Foxborough Boulevard, Suite 100  
Foxborough, MA 02035  
Phone: (508) 549-9906  
Fax: (508) 549-9907  
E-mail: tcosta@kbs-architects.com

**Re. Proposal for Geotechnical Services  
Proposed Police Station  
Middleborough, Massachusetts  
LGCI Proposal No. 16091**

Dear Mr. Costa:

Lahlaf Geotechnical Consulting, Inc. (LGCI) appreciates the opportunity to submit this proposal to provide geotechnical services for the proposed police station in Middleborough, Massachusetts. This proposal is based on information you provided to us in your request for proposal (RFP) dated September 13, 2016 and in our subsequent phone and e-mail communications.

***Project Understanding and Site Description***

The site is located on the western side of Wood Street just south of the intersection with East Main Street in Middleborough, Massachusetts.

Based on a plan titled "Middleborough Police Department," (Site Plan) provided to us with the RFP, the ground surface at the site rises in a southerly direction to a plateau near the southern edge of the site. What appears to be wetlands are located at low elevations on the northern side of the site.

We understand that the proposed police station will be one-story high and will not have a basement. Based on the Site Plan, the proposed building will have a footprint of about 15,000 square feet.

LGCI previously observed six (6) test pits excavated at the site by the Town of Middleborough DPW. LGCI prepared a letter containing our preliminary foundation design and construction recommendations dated July 27, 2015. Buried organic soil was encountered in two (2) of the previous tests.

The purpose of our services is to perform explorations at the site and to provide foundation design and construction recommendations.

***Proposed Scope of Work***

1. Utility Location – We have assumed that others will mark the corners of the proposed building before the start of our explorations. LGCI will mark the exploration locations in the field by taping the distances from the corners of the existing building. We will contact the utility clearance agency, Dig Safe Systems, Inc. (Dig Safe) and the Town of Middleborough to assist the owner in locating underground utilities at the site. We request that a representative of the Town observe our marked exploration locations to clear them for private utilities. LGCI will not assume responsibility for damage to underground features.
2. Soil Borings – We will engage a drilling subcontractor for two (2) days to advance up to (6) borings. One boring will be advanced to a depth of 40 feet or to refusal, whichever occurs first. The remainder of the borings will be advanced to depths of up to 20 feet or to refusal, whichever occurs first. The drilling subcontractor will perform standard penetration tests (SPT) and will obtain split-spoon samples at 5-foot intervals and at perceived strata changes. If refusal is encountered in the top 20 feet, a 5-foot rock core will be obtained. We understand that the site is accessible using an ATV-mounted drill rig. We have assumed that the project is subject to the prevailing wage surcharge. We have also assumed that the Town of Middleborough DPW will clear a path to the proposed boring locations if needed.

The boreholes will be backfilled with the drill cuttings. Excess soil will be left on site. If an environmental condition is encountered in a boring, we will halt the drilling and we will notify you.

3. Geotechnical Field Engineer – We will provide a field engineer at the site to coordinate and observe the explorations, collect soil samples, and prepare field logs.
4. Laboratory Testing – We will submit two (2) soil samples from the borings for grain-size analysis or Atterberg limits. The purpose of the tests is to assess the suitability of reusing the onsite materials as backfill.
5. Geotechnical Report – We will submit our geotechnical report electronically. Our report will include the following:
  - Summary of the subsurface investigation methods used;
  - Description of the subsurface conditions;
  - LGCI's boring logs;
  - Plan showing boring locations;
  - Depth to refusal, if encountered;
  - Groundwater data;
  - Laboratory test results;
  - Minimum soil cover for frost protection of footings;
  - Recommendations for allowable net bearing pressures;
  - Lateral earth pressure for retaining wall design if applicable;
  - Estimated total and differential settlement;



**Proposal for Geotechnical Services  
Proposed Police Station  
Middleboro, Massachusetts  
LGCI Proposal No. 16091**

- Seismic design recommendations in accordance with the Massachusetts State Building Code, Eighth Edition;
- Recommendations for subgrade preparation and backfill including removal of unsuitable soils, compaction requirements, and suitability of reusing onsite materials as backfill.

6. Drawings and Specifications – We will review the earthwork specifications prepared by KBA and the geotechnical aspect of the foundation drawings, and we will provide written comments.

LGCI's scope of services does not include an environmental assessment for the presence or absence of wetlands or analytical testing for hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around this site, or mold in the soil or in any structure at the site. Any statements regarding odors, colors, or unusual or suspicious items or conditions are strictly for the information of the client.

Recommendations for unsupported slopes, stormwater management, erosion control, pavement design, and detailed cost or quantity estimates are not included in our scope of work. Our scope does not include environmental services. We have not included in our scope attending meetings, reviewing drawings, performing slope stability analyses, preparing specifications, or performing field services.

***Proposed Schedule***

Assuming that there are no delays with site access or other factors such as permitting, LGCI will begin scheduling the work upon receiving authorization in the form of a signed copy of this proposal. Weather permitting, our drilling subcontractor will mobilize at the site within about three (3) weeks of receiving the authorization to proceed, the borings locations being accessible, and the site having been cleared for utilities, whichever occurs last. LGCI can provide you with preliminary boring logs, and preliminary geotechnical recommendations within one week of completing the explorations. We will provide our geotechnical report within two to three weeks after the end of our explorations.

***Project Fee***

LGCI's fee to perform the scope of work described above is a lump sum of \$12,130. The breakdown of our fee is shown below:

1	Mark Borings	\$800.0
2a	Utility Clearance	\$175.0
2b	Drilling Subcontractor for Soil Borings (M/D + 2 days of ATV)	\$4,140.0
2c	Prevailing Wage	\$1,265.0
2d	Rock Coring	\$230.0
3	LGCI Field Engineer to observe Field Explorations (2 days)	\$2,040.0
4	Laboratory Testing	\$170.0
5	Boring Logs and Letter Report	\$2,310.0
6	Review Drawings and Specs	<u>\$1,000.0</u>
		\$12,130.0



**Proposal for Geotechnical Services  
Proposed Police Station  
Middleboro, Massachusetts  
LGCI Proposal No. 16091**

Our field services and other consultation services such as during the design phase will be performed on a time and expenses basis using the following rates: \$95/hour for field work, \$125/hour for consultation, \$0.54/mile for travel. Other expenses will be billed at cost plus 15 percent.

No services beyond those described above would be provided without your prior knowledge. If site conditions or your needs require a change in the scope of work, we will prepare for your approval a change order request that summarizes the changes to the project scope and fee. The fee is based on the following additional conditions:

- LGCI will coordinate access to the site with you. We have assumed that our explorations will be performed for full 8-hour shifts during normal working hours, and that only one The project is subject to the prevailing wage requirement.
- The borings will be conducted within 30 days of notifying Dig Safe. If because of weather conditions, we have to re-stake the borings in the field and call a new Dig Safe, our fee will be increased by \$500.
- Our costs and fees indicated in this proposal are valid for a period of six months from the date of the proposal. Our unit rates will be increased by 4 percent per year after the first 6 months following the date of this proposal.

***Terms and Conditions***

~~We propose performing our work in general accordance with the terms and conditions of our existing agreement signed by Mr. Michael McKeon of KBA on July 20, 2015. Your acceptance of this proposal by signing and returning one complete copy will form our agreement for these services, and will serve as written authorization to proceed with the described scope of work.~~

LGCI trusts that the above proposal will be sufficient to meet your needs. If this proposal is acceptable, please sign and return a complete copy of this proposal to LGCI. If you have any questions, please call us at (978) 330-5912.

Sincerely,

**LAHLAF GEOTECHNICAL CONSULTING, INC.**



Abdelmadjid M. Lahlaf, Ph.D., P.E.  
Principal Engineer

**Agreed to by (please type name):** \_\_\_\_\_ **on (date):** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_



**Town of Middleborough**

SCHEDULE OF DEPARTMENTAL BILLS PAYABLE

*Dear Accounting Officer:*

The following named bills of the **Board of Selectmen** Department, amounting and aggregate Four Thousand Dollars and 00/100 (\$4,000.00) has been approved by the **Board of Selectmen** and you are requested to place them on warrant for payment.

\_\_\_\_\_  
Diane C. Stewart, Chairman  
Middleborough Board of Selectmen

NAME/ADDRESS	DETAILS	AMOUNT		TOTAL	
TBA Architects Inc. 43 Bradford St, Suite 300 Concord, MA 01742	G/L Acct #29.3520.45 Oliver Estate FAVROT Grant	\$4,000	00	\$4,000	00
TOTAL				\$4,000	00

TBA ARCHITECTS INC.  
43 Bradford Street  
Suite 300  
Concord, MA 01742  
(781) 893-5828

BILL TO:

Leilani Dalpe, Selectman  
Town of Middleborough  
Town Hall  
10 Nickerson Avenue  
Middleborough, MA 02346

INVOICE #: 11816  
INVOICE DATE: 10/17/16

PROJECT: 1261-Middleborough Oliver House

SERVICES RENDERED	FEE	PRIOR %	CURRENT %	TOTAL %	TOTAL DUE
Task 1. Planning	2,500.00	100.00%	0.00%	100.00%	0.00
Task 2. Construction Documents	4,000.00		100.00%	100.00%	4,000.00
Task 3. Construction Administration	3,400.00		0.00%	0.00%	0.00

**Total Due On This Invoice** **\$4,000.00**

Remit Payment To:  
TBA Architects, Inc.  
43 Bradford Street  
Suite 300  
Concord, MA 01742

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 11/1/16  
NAME OF APPLICANT William Fuller  
ADDRESS OF APPLICANT The Bartending Service of New England, LLC  
ASSESSORS MAP & LOT 13 West End Ave  
49&1 5595  
NAME OF BUSINESS \_\_\_\_\_  
OWNER OF PROPERTY TO BE LICENSED \_\_\_\_\_  
ADDRESS OF PROPERTY TO BE LICENSED 31 Center Street  
ASSESSORS MAP & LOT \_\_\_\_\_

TYPE OF LICENSE REQUESTED (Check One)

2<sup>nd</sup> Hand Furniture \_\_\_\_\_  
Class I License \_\_\_\_\_  
Class III License \_\_\_\_\_  
Common Victualler \_\_\_\_\_  
2<sup>nd</sup> Hand Clothing \_\_\_\_\_  
Class II License \_\_\_\_\_  
Liquor License  Beer/wine  
Other \_\_\_\_\_  
Middleboro Holiday Gift Shoppe

Anticipated Start Date for Business November 19, 2016  
Hours requested: 4pm - 6pm

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

YES, SIMILAR REQUESTS AND APPROVALS

Signature [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? \_\_\_\_\_



## HOUSEHOLD HAZARDOUS WASTE COLLECTION CONTRACT

This Agreement, dated this [redacted]th day of [redacted], 2016, between the Town of Middleborough, Massachusetts (Community) and Stericycle Environmental Solutions (Contractor), with a business address of 27727 Network Place, Chicago IL 60673-1227, sets forth the terms and conditions pursuant to which Contractor shall provide said Services to Community; and Community has duly authorized the undersigned officials to execute this Agreement on behalf of and as the act and deed of Community.

The parties hereby agree as follows:

### 1. SCOPE OF SERVICES

Contractor shall conduct a Household Hazardous Waste ("HHW") Collection Event (Event) at date and location described herein in accordance with its proposal to the South Shore Recycling Cooperative (SSRC) dated February 17, 2015 and which was approved by the SSRC Board on March 12, 2015, confirmed by the Contractor on April 9, 2015, and extended on March 24, 2016. Such services are to be provided in full accordance with all applicable State and Federal laws and regulations.

### 2. GENERAL PROVISIONS

Contractor shall provide qualified staff and equipment for the collection, processing, transportation and disposal of HHW collected from residents of Community, authorized visitors from other SSRC Member Communities, Very Small Quantity Generators (VSQGs) and Community Departments. This shall include site preparation, safety equipment, spill prevention and countermeasure plan, the consolidation of household hazardous wastes (HHW), proper manifesting, labeling and packing of containers, and the transport of said materials to a suitable disposal or processing facility. Contractor shall remove all materials, personnel, equipment and HHW from the event site as soon as possible on the day of the event.

### 3. TIME AND LOCATION OF SERVICE

Date: November 19, 2016

Location: Middleborough Town Hall, 10 Nickerson Ave, Middleborough, MA 02346

Schedule: 8:00 AM Begin to set up facilities for Event

8:40 AM Complete setup for Event; confirm contract elections w/ community coordinator

8:45 AM Begin accepting HHWs

1:00 PM Identify the last vehicle to be admitted for HHW collection

1:45 PM Review car counts and any other issues with Community Coordinator. Sign Counting Sheet

4:00 PM Complete cleanup of site, site returned to original condition, all Contractor vehicles departed

#### 4. COMMUNITY COORDINATOR

Community's Coordinator will be Christopher Peck.

     (to be initialed by Community Coordinator) SSRC Executive Director Claire Galkowski may act as Community Coordinator's designee on behalf of the Community.

#### 5. RATE SCHEDULE

Acceptable and unacceptable materials are listed in Appendix C. The schedule of prices for this Event shall be the Price Proposal submitted by Contractor in its Proposal to the SSRC dated July 21, 2016, incorporated herein by reference and attached as Appendix A.

- A "load" or "load-equivalent" is defined as each increment of acceptable hazardous material more than 20 and up to 50 pounds if solid or more than 10 and up to 25 gallons, if liquid, excluding separately priced items, delivered by a single vehicle.
- A "half-load" is defined as acceptable hazardous material more than 6 up to 20 pounds if solid or more than 3 up to 10 gallons, if liquid, excluding separately priced items, delivered by a single vehicle.
- A "small load" is defined as acceptable hazardous material up to 6 pounds if solid or 0.5 to 3 gallons, if liquid, excluding separately priced items, delivered by a single vehicle.
- Multiple "load-equivalents" shall be a whole number based upon the total weight or volume of hazardous waste divided by 50 pounds or 25 gallons and rounded up. Thus, a vehicle that brings acceptable material in excess of 25 gallons of liquid containers or 50 lbs. of solids will be counted as a single vehicle containing multiple "load-equivalents", as determined jointly by Community Coordinator/designee and Contractor's Supervisor/designee. Multiple "load-equivalents" shall be a whole number based on the total weight or volume of hazardous waste divided by 50 pounds or 25 gallons and rounded up.
- Mercury will be counted by weight, as a solid.
- If selected in Section 6, linear and other fluorescent light bulbs shall be added to the weight of the other material using the following factors:

Product	Conversion Factor
Linear fluorescent	0.5 lbs per each 4 linear ft
U-tube	0.5 lbs each
HID bulb	0.5 lbs each

- If Community elects to include any of the separately priced items listed on the price sheet in the list of items acceptable at an event, these items will not be included in the "load-equivalent" count, and will be billed separately at the rates listed on the price sheet.
- Vehicles delivering less than one-half gallon of liquid waste shall not be included in the count.

At collections that process over 150 cars, a 5% discount will be credited to the host Community.

A minimum collection cost and setup fee as set forth in Appendix A shall apply.

**Paint Stewardship Law Contingency:** If the State of Massachusetts enacts and implements a paint product stewardship law requiring paint manufacturers to provide for the collection,

transport and processing of postconsumer paint during the term of the contract and any extensions thereof, Contractor shall work in conjunction with such paint stewardship program to accept, collect, transport and process all postconsumer paint and other architectural coatings covered by the product stewardship law and brought to this event.

Covered paint products shall not be included in the estimation of vehicle quantities to be billed to the Community, but billed to the paint stewardship program management corporation.

If the billable amount is less than the Minimum Charge, then the quantity of and billed amount for covered paint products to the paint stewardship program management corporation shall be provided to the SSRC Director and be applied to the minimum charge for the collection.

**6. OPTIONAL SERVICES**

Community declares its election to collect the following Optional Items, in addition to those items found within the Standard Item List:

Oil Based Paint       Antifreeze       Recyclable Waste Oil  
 Flares\*       Fluorescent Lamps       Propane Tanks\*

\* billed separately from per-car rate, see Appendix A

**7. CONTRACT LIMIT**

Community declares its election for a contract limit to be the following sum of money for services:

\$ \_\_\_\_\_ ( \_\_\_\_\_ dollars)

Contractor shall notify Community Coordinator when it appears that 95% of the contract limit has been reached. When determined that the limit has been reached, Community Coordinator may notify Contractor to end the event. Provided that Contractor has given notice that the limit will be met, failure by Community Coordinator to end the event before the contract limit is exceeded will obligate Community to pay Contractor for all additional charges and related costs incurred.

**8. MULTIPLE TOWN EVENTS**

Community elects to jointly sponsor an Event with Community(ies) listed below, at the location set forth in Time of Services:

\_\_\_\_\_  
Name of Community                      Name of Community

Contractor shall execute a separate Agreement with each Community for the event, and invoice each participating Community separately. Community in which the Event takes place (Host) will have no responsibility to Contractor beyond payment for services for its own residents' participation.

Community shall be responsible for 100% of the setup fee, if any.

Each participating Community shall be invoiced based on cost of HHW delivered by participants from that Community, and its portion of the setup fee, if any.

## **9. PRE-EVENT MEETING**

Contractor shall meet with Community's representative if requested at least two weeks prior to the event. This pre-event meeting may address issues including, but not limited to:

- a) Review and Planning
  - i) Review of participating towns
  - ii) Traffic plan, number of stations
  - iii) Restrooms
  - iv) Access for emergency vehicles
  - v) Setup and drum storage area
- b) Contract details (see Paragraph 2, above)
- c) Review of emergency plans, coordination with local fire, police and emergency services

If problems have been encountered at the site at previous events, or if a new site has been selected, a visit is recommended.

## **10. OPERATING/EMERGENCY PLAN**

Contractor shall develop an Operating Plan that includes, but is not limited to, site drawings which show the areas for receiving, testing and packaging, the placement of safety equipment, special procedures to handle rainfall, non hazardous solid waste handling, site cleanup and traffic control designs. The Operations Plan shall also include procedures for the handling of unknown or unlabeled materials and restricted items, as well as an Emergency Plan to be used in the event of a spill or other emergency. This shall include the identification of local response teams, facilities and hospitals.

Contractor shall be responsible for providing and placing a plastic liner in the roll-off container for empty containers and other nonhazardous materials, whether or not the roll-off was provided through this contract.

## **11. ACCEPTABLE AND OPTIONAL MATERIALS**

The Supervisor and Community Coordinator will confirm the list of optional items pursuant to Section 6, before the start of the collection. Contractor shall accept all wastes deemed acceptable that are brought by qualified residents, visitors, VSQGs and Community.

## **12. COURTESY SEPARATIONS AND DISPOSAL OPTIONS**

Contractor shall assist in the segregation of items for recycling by Community as requested on site. Community will provide storage containers for these items and be responsible for their removal in a timely fashion. Examples include motor oil, fluorescent lamps, propane tanks and clean cardboard.

## **13. RECIPROCITY**

Contractor agrees to honor the policy of residential reciprocity at any event executed under this Agreement. Residents of any SSRC Member Community in good standing who present a signed Visitor Authorization Form may deliver the authorized quantity of acceptable materials at events in other Member Towns. In the absence of such a form, visitors shall pay the contract rate to Community Coordinator or designee on site in return for having their HHW accepted. Payment shall be noted in the billing summary prepared by the SSRC Director and forwarded to Contractor.

Community Coordinator / designee will be responsible for admitting or rejecting Visitors based on the possession of a valid Visitor Authorization Form, or the Visitor's willingness to pay for unauthorized quantities, and for tracking the number and residences of Visitors. The SSRC Executive Director shall furnish the summarized information to Contractor and Community during the week following the collection.

#### **14. MUNICIPAL AND VSQG HAZARDOUS WASTE**

Contractor shall contact Community at least one week prior to each event to determine the quantity of accumulated paints, abandoned waste and other municipal hazardous waste to ensure adequate capacity. Load-equivalents of HHW delivered directly by the municipality may be determined by the Supervisor and Community Coordinator and added to the vehicle count, or billed separately if arranged by Community with Contractor before event. Communities shall be responsible for bringing accumulated materials to Contractor's setup area on the day of the event.

Contractor shall accept waste from VSQGs and unauthorized visitors bringing household quantities on a user-pay basis at the contract rate.

#### **15. TRACKING**

Community Coordinator/designee will be present at the event at all times, and will determine the number of vehicles, small quantities, load-equivalents and items not included in the vehicle rate as defined in Section 5. Contractor may either designate staff in addition to the Minimum Staffing Level stated in the Technical Proposal to collaborate with Community Coordinator on this determination at the check-in point, or accept the determination from the Community Coordinator. At the end of the event, Contractor and Community Coordinator will review final counts as defined in Paragraph 5 and sign a Vehicle Counting Sheet (Appendix D).

Contractor shall provide legible copies of the transportation manifests and certificates of disposal for all materials collected to the SSRC Director within thirty days following the collection.

#### **16. SITE CLEANUP**

Contractor shall provide adequate personnel, equipment and storage capacity to ensure that consolidation, packing and cleaning takes no longer than three (3) hours following the close of the event. Site shall be returned to its original condition.

#### **17. PERSONNEL AND EQUIPMENT.**

Staffing levels shall, at a minimum, conform to those stated in the Technical Proposal Section 3, inserted below, based on the previous three years' participation. Staff shall be drawn from the Key Personnel listed in Technical Proposal Section 3, or the names and credentials of new Key Personnel shall be forwarded to the SSRC Director at least one week prior to the Event.

# of Vehicles	50-99	100-199	200-299	300-399
# of Supervisors	1	1	1	2
# of Chemists	1	1	2	2
# of Technicians	2	3	4	7

Contractor shall procure and maintain equipment in conformance with Technical Proposal Section 6. The Supervisor/Safety Officer shall be responsible for the actions of the employees of Contractor.

## **18. STATUS**

Contractor shall assume generator status from the point where HHW is accepted, and shall use its own EPA ID number for purposes of manifesting. Title to all identified wastes accepted by Contractor at the collection site shall pass directly from vehicle drivers to Contractor at the time it is removed from each vehicle by Contractor's staff, with the exception of Courtesy Separations as described in Section 12.

## **19. TREATMENT, STORAGE AND DISPOSAL VERIFICATIONS**

Contractor shall accept responsibility and accountability for the safe transport of all collected wastes, and shall deliver them to properly licensed facilities for legal and proper disposal.

## **20. INVOICING**

In the week following each event, the SSRC Director shall summarize resident, visitor and VSQG participation, additional costs and discounts that apply as set forth in section 5, and forward to Contractor and Community Coordinator.

Contractor shall forward work orders or invoices to SSRC Director for approval prior to invoicing the Member Communities.

Each Community from which an authorized visitor or visitors originated shall receive a separate invoice for those visitors at the Household-equivalent rate, either after each collection or in summary at the end of the spring and fall collection seasons.

The amounts invoiced to the visiting towns and paid on site shall be deducted from Community's bill. Payments shall be made by Member Communities within 30 days of the date of invoice.

## **21. COMPLIANCE WITH LAWS AND REGULATIONS**

### **a. Statutory Compliance**

Compliance with all applicable local, State and Federal laws, regulations, ordinances and rules of all authorities having jurisdiction over the collection and disposal of hazardous waste shall be the sole responsibility of the Contractor. The SSRC and its Member Communities accept no liability for the performance of the awarded Contractor or its compliance with these laws, rules or regulations.

Wherever applicable law mandates the inclusion of any term or provision into a municipal contract, this Paragraph shall be understood to import such term or provision into this Agreement. To whatever extent any term or provision of this Agreement shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

Contractor shall keep itself fully informed of all existing and future municipal, state and federal laws, by-laws and regulations, and of all orders and decrees of any bodies having jurisdiction on any manner of those engaged or employed in the work. Likewise, if any materials used in the work or affecting the conduct of the work is discovered in the specifications to be in violation of any such law, by-law, regulation, order or decree, it shall forthwith be reported in writing to Community.

### **b. Licenses**

The requirements of the Department of Environmental Protection's regulations as found in 310 CMR 30.390 must be adhered to throughout each collection. In addition, the following identification shall be present at each collection site prior to the start of any activity:

1. EPA identification number
2. Massachusetts DEP license for hazardous waste transport
3. DOT placards on all vehicles used for HHW transport
4. Proof of liability insurance (see Paragraph 22 for limits)
5. Any state or federal permits necessary for interstate transport

## **22. INSURANCE REQUIREMENTS**

Liability insurance shall be documented to be in effect for claims arising out of death or bodily injury or property damage from hazardous waste transport, treatment, storage and disposal, including:

- a. Commercial general liability or equivalent corporate guarantee: one million (1,000,000.00) dollars per occurrence, and one million (\$1,000,000) dollars aggregate
- b. Pollution Liability: one million (1,000,000.00) dollars on site and one million (1,000,000.00) dollars off site per occurrence.
- c. Excess Liability Umbrella: Five million (5,000,000.00) dollars per occurrence
- d. MCS-90 Endorsement for Hazardous Materials Transportation: Five million (5,000,000.00) dollars total.
- e. Worker's Compensation at an amount required by state law.

Policies shall not be amended or canceled by the Insurer in less than thirty (30) days after receipt of a written notice of cancellation or amendment by certified or registered mail.

All Receiving and Destination Facilities shall have at least the amounts of insurance required under federal regulations 40 CFR 264 or 265 subpart G or H.

## **23. WARRANTY**

Contractor warrants that it understands the currently known hazards which are presented to persons, property and the environment by the transportation, treatment and disposal of HHW. Contractor also warrants that it will perform all services under this Agreement in a safe, efficient and lawful manner using industry accepted standards and the best available technology, in full compliance with all applicable state and federal law.

## **24. RIGHTS, REMEDIES AND SEPARABILITY**

Any failure to comply with any of the terms or conditions of this Agreement shall allow Community to have all the rights and remedies to cancel, terminate or suspend the Agreement in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Agreement, including damages and specific performance, and the right to select among the remedies available to it by all of the above. Any waiver, by either party of any term or condition of this Agreement shall not, however, be construed or decreed to be a waiver of any other term or condition, unless such waiver be expressed in writing by the party to be bound.

If any Paragraph, sentence or portion of this Agreement shall be judged illegal, invalid or unenforceable such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the Agreement as a whole or of any Paragraph, sentence or portion hereof not so judged.

#### **25. INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless the SSRC and Community and each of their respective officials, employees, agents and representatives from all claims, demands, costs or expenses for loss, damage or injury to persons or property arising out of the provisions by Contractor and its employees, agents and subcontractors for services as described under this Agreement. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any.

#### **26. NO LIABILITY OF PUBLIC OFFICIALS**

To the extent permitted by law, no official, employee, agent or representative of Community or the SSRC shall be individually or personally liable on any obligation of Community under this Agreement.

#### **27. ASSIGNMENT**

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement, title or interest without consent in writing by all parties concerned. If Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Agreement, title or interest, the Agreement may, at the option of Community, be canceled and terminated.

#### **28. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto; provided, however, this provision shall not be deemed to authorize the assignment or other transfer of this Agreement which may only be accomplished as expressly provided in this Agreement.

#### **29. TERMINATION**

Prior to the day of the Event, Community may terminate this Agreement for its convenience upon 30 (thirty) days written notice to Contractor. In the event the event is ended during the course of a collection event as described in Section 7, any work immediately in progress will continue to completion but no hazardous materials will be collected in excess of the contract limit. Community shall pay for any such work in progress that has been completed and accepted up to the contract limit.

Furthermore, the obligations to deliver and accept services by both parties may be suspended by either in the event of: an act of war, natural occurrence or other force majeure of such proportion that it renders the safe performance by either party impossible.

#### **30. NON-PERFORMANCE**

If Contractor refuses or fails to furnish service as contracted with Community or to meet the conditions of this Agreement, Community may obtain such service from another qualified contractor that is available. In this event, Contractor shall pay to Community all expenses incurred above the contract rate.

**31. NOTICES**

Any notice, invoice report or other communication given under the provisions of this Agreement shall be in writing and shall be deemed sufficient if sent to the addresses noted below:

**To Community:**

Middleboro DPW  
48 Wareham St.  
Middleboro, MA 02346  
Attn: Christopher Peck  
508-946-2481

**To Contractor:**

Stericycle Environmental Solutions, Inc.  
275 Allens Ave.  
Providence, RI 02905  
Attn: Amanda Wuoti  
(617) 852-3086

Either party may change its notice address by notice similarly given.

**32. CORPORATE CONTRACTOR**

Contractor shall endorse upon this Agreement (or attach hereto) its Secretary's Certificate certifying the corporate capacity and authority of the party signing this Agreement for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Agreement is executed by Contractor. This Agreement shall not be enforceable against Community unless and until Contractor complies with this Paragraph.

Contractor, if a foreign corporation, shall comply with the provisions of MGL c. 181, Sections 3 & 5, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

**33. SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written:

Community:

Contractor:

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

\_\_\_\_\_  
Procurement Officer

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

\_\_\_\_\_  
Town Accountant

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

APPENDIX A

**SOUTH SHORE  
RECYCLING  
COOPERATIVE**  
http://ssrcoop.info



P.O. Box 247  
Westwood, MA 02090  
781.329.8318  
ssrecyclingcoop@  
verizon.net

**HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES**

**July 2016-June 2017  
Price Proposal Form**

Description (Agreement, Section 5)	Unit	Cost Per Unit
Cost/Load-equivalent	More than 10 and up to 25 gals of liquid, or more than 20 and up to 50 lbs of solid	\$ 46.13
Cost/Half Load	More than 3 and up to 10 gal, or more than 6 and up to 20 lbs.	\$ 24.60
Cost/Small Load	0.5 to 3 gal, or up to 6 lbs	\$ 20.50
Setup Fee (not to exceed \$500)	Collection event	\$ 410.00
Minimum Charge (not to exceed \$4,000)	Collection event	\$ 2,562.50
Flares* (optional)	15 gallon pail	\$ 307.50
Sharps* (optional)	(specify quantity)	\$
Other* Propane tanks	20 lb	\$ 10.25
Other* Propane tanks	<20 lb.	\$ 4.10
Other* propane tanks	<20 lb.	\$ 20.50
Over 150 cars	5 % Discount	

\* Not included in per vehicle rate

The undersigned hereby warrants that the information represented herein is true and correct as of the date below, and accepts the terms of service set forth within this Request for Proposals:

AUTHORIZED SIGNATURE: Melinda Rath DATE July 21, 2016

NAME Melinda Rath TITLE VP, Mfg. & Industrial Sales

COMPANY Stericycle Environmental Solutions, Inc. ADDRESS \_\_\_\_\_

28161 North Keith Drive, Lake Forest, IL 60045

PHONE 510-512-2493 FAX 847-367-9493

EMAIL Mindy.Rath@Stericycle.com

Not included in per vehicle rate

\*\*The above pricing is final through the life of the contract. However, pricing is based on the steady flow of traffic from arrival to offload. Significant delays observed due to SSRC load review may result in the need to apply the escalator at renewal time.

APPENDIX B

NON-COLLUSION

The undersigned certifies under penalty of perjury that this 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, organization, entity or group of individuals.

AUTHORIZED SIGNATURE: Melinda Rath DATE 2/9/15  
NAME MELINDA RATH TITLE VICE PRESIDENT, U.S. REGIONAL SALES  
COMPANY STERICYCLE ENVIRONMENTAL SOLUTIONS, INC. ADDRESS 5151 SAN FELIPE,  
SUITE 1000 HOUSTON, TX 77056  
PHONE 503-855-3297 FAX na EMAIL mindy.rath@stericycle.com

\*\*\*\*\*

TAX COMPLIANCE

Pursuant to MGL Chapter 62C, section 49A, I certify under penalty of perjury that the individual/firm listed below has filed all state tax returns and has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

26-2836612  
Federal Identification Number Social Security Number (voluntary)

AUTHORIZED SIGNATURE: Melinda Rath DATE 2/9/15  
NAME MELINDA RATH TITLE VICE PRESIDENT, U.S. REGIONAL SALES  
COMPANY STERICYCLE ENVIRONMENTAL SOLUTIONS, INC. ADDRESS 5151 SAN FELIPE  
SUITE 1000 HOUSTON TX 77056  
PHONE (503) 855-3297 FAX na EMAIL mindy.rath@stericycle.com

Approval of this proposal or other agreements will not be granted unless this certification clause is signed by the Proposer. The social security number or federal identification number will be furnished to the Massachusetts Department of Revenue to determine whether all tax filings and/or payment obligations have been met.

**APPENDIX C**  
**Acceptable materials at HHW Events**

varnish, shellac, paint strippers, turpentine, paint thinner  
wood preservatives  
furniture, floor and metal polishes  
rug and upholstery cleaners  
floor care products  
moth balls and crystals  
acids and bases  
rubber cement, adhesives  
photography chemicals  
flammable liquids and aerosols  
fiberglass resins  
asbestos  
pesticides, herbicides, fungicides and insecticides  
poisons  
pool chemicals  
cesspool cleaners  
tire cleaners, transmission fluid, degreasers, carburetor cleaner, brake fluid  
motor oil mixtures

Oil based paint and stains \*, \*\*\*  
Latex paint for recycling\*\*\*  
antifreeze \*  
recyclable motor oil \*

fluorescent lamps\*  
road and marine flares\*\*

\* at the option of the Community (Paragraph 6)

\*\*at the option of the Community, for a charge separate from the per-car rate

\*\*\* at no cost to the community in the event that paint product stewardship legislation is enacted

**Unacceptable materials at HHW Events**

radioactive materials (including smoke detectors)  
pathological and medical waste  
pressurized gas cylinders  
explosives

