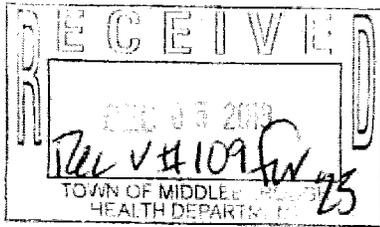

NEW BUSINESS

12-16-13



LICENSE APPLICATION/ RENEWAL
COMMON VICTUALLER

DATE 12-5-13

FEE \$25.00

NAME OF BUSINESS Pizza Pirate Darnate, LLC

ADDRESS/LOCATION FOR PERMIT USE 134 North main st

ASSESSORS MAP & LOT 50Q-5542 / Middleboro

NAME OF APPLICANT/PETITIONER Naim Darazi / Pizza Pirate LLC

ADDRESS OF APPLICANT/PETITIONER 890 Mt Hope St, MIDDLEBORO, MA

TELEPHONE # OF APPLICANT 508-851-0311

F.I.D # OF APPLICANT/PETITIONER 46-3551313

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

OFFICERS OR PARTNER Sole member: Naim Darazi


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 Judy M. MacDonald
(Treasurer & Collector)



AMENDMENT TO TERMINATION/SERVICE AGREEMENT

WHEREAS the Town of Middleborough ("Middleborough"), the North Carver Water District (the "District") and the Town of Carver ("Carver") are parties to an agreement dated May 31, 2011 entitled TERMINATION/SERVICE AGREEMENT (the "Agreement"); and

WHEREAS the Agreement provides that Middleborough shall provide to the District emergency back-up and response mutual aid with respect to repairs to the District's water distribution system (Paragraph 2) and meter readings and water billing services with respect to the District's water customers (Paragraph 3) (collectively the "Services"); and

WHEREAS the parties desire to amend the Agreement to extend the time for Middleborough to provide the Services.

NOW THEREFORE the undersigned parties hereby amend the Agreement by extending the time for provision of Services as provided in Paragraph 4 of the Agreement from December 31, 2013 to December 31, 2014.

The parties ratify and confirm the Agreement as hereby amended.

WITNESS the hands and seals of the undersigned this _____ day of _____, 2013.

TOWN OF MIDDLEBOROUGH

By:

Board of Selectmen

TOWN OF CARVER

By:

Board of Selectmen

NORTH CARVER WATER DISTRICT

By:

Board of Water Commissioners

Incorporated 1669



CRANBERRY CAPITAL
OF THE WORLD

Town of Middleborough
Massachusetts



DIVISIONS

Christopher Peck
D. P. W. Director

Department of Public Works
48 Wareham Street

Middleborough, MA 02346
Phone 508-946-2481 Fax 508-946-2484

Highway
Sanitation
Insect & Pest Control
Tree Warden
Wastewater
Water

December 6, 2013

Mr. Charles Cristello, Town Manager
Town Hall
10 Nickerson Ave
Middleborough, Ma 02346

Subject: SERSG - 2014 Contract Award for Services Recommendation

After reviewing the 2014 SERSG bid documents I recommend that the Board of Selectmen sign the attached 2014 Contract Award Sheet for Services for the Middleboro D.P.W. as received from the Southeastern Regional Services Group.

The bids were reviewed by SERSG and determined to be the lowest responsible bidders meeting specifications. Please find below a summary of the 2014 bid amounts and the difference between the two bids broken down by the services. The 2014 bid amounts are in bold.

Pavement Reclamation

<u>2013 (Murray Paving)</u>	<u>2014 (Murray Paving)</u>	<u>Difference</u>
\$1.55/SY	\$2.12/SY	+\$0.57/SY

In-Place Bituminous Concrete

<u>2013 (P.J. Keating)</u>	<u>2014 (Aggregate Industries)</u>	<u>Difference</u>
\$65.15/Ton	\$64.00/Ton	-\$1.15/Ton

Polymer-Modified Cracksealing

<u>2013 (Cracksealing Inc.)</u>	<u>2014 (Sealcoating Inc.)</u>	<u>Difference</u>
\$5,218/Day	\$4,500/Day	-\$718/Day

Micro Paving

<u>2013 (Sealcoating Inc)</u>	<u>2014 (Sealcoating Inc)</u>	<u>Difference</u>
\$2.12/SY	\$2.24/SY	+\$0.12/SY

Steel Beam Guard Rail Type SS- Straight

<u>2013 (Commonwealth Guardrail)</u>	<u>2014 (Commonwealth Guardrail)</u>	<u>Difference</u>
\$18.25/Linear Foot	\$18.10/Linear Foot	-\$0.15/Linear Foot

Steel Beam Guard Rail Type SS- Curved

<u>2013 (Commonwealth Guardrail)</u>	<u>2014 (Commonwealth Guardrail)</u>	<u>Difference</u>
\$19.50/Linear Foot	\$19.50/Linear Foot	None

Sidewalk Construction and setting of curbs and edging-Unclassified Excavation

<u>2013 (No Contract)</u>	<u>2014 (Capone Brothers)</u>	<u>Difference</u>
	\$19.00/CY	None

Sidewalk Construction and setting of curbs and edging-Bituminous Concrete Sidewalk and Berms

<u>2013 (No Contract)</u>	<u>2014 (Capone Brothers)</u>	<u>Difference</u>
	\$37.00/SY	None

Chlorinated Rubber Traffic Line Painting- 4" Yellow Centerline

<u>2013 (Markings Inc.)</u>	<u>2014 (Markings Inc.)</u>	<u>Difference</u>
\$0.037/Linear Foot	\$0.037/Linear Foot	None

Chlorinated Rubber Traffic Line Painting- Crosswalks

<u>2013 (Markings Inc.)</u>	<u>2014 (Markings Inc.)</u>	<u>Difference</u>
\$0.36/Linear Foot	\$0.365/Linear Foot	+\$0.005/Linear Foot

Chlorinated Rubber Traffic Line Painting- Stop Lines

<u>2013 (Markings Inc.)</u>	<u>2014 (Markings Inc.)</u>	<u>Difference</u>
\$0.36/Linear Foot	\$0.365/Linear Foot	+\$0.005/Linear Foot

If you have any questions concerning this letter please feel free to give me a call.

Very Truly Yours,



Christopher Peck
Director of Public Works

The Board of Selectmen of the **Town of Middleborough** voted at their meeting held on _____ to award contracts to the bidders listed below under the SERSG DPW Services IFB for a twelve month period commencing 2/1/14. This award is conditioned upon the receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the Board of Selectmen and present them to the Board for final approval and signature.

DPW SERVICES FOR A TWELVE-MONTH PERIOD 2/1/14-1/31/15

<u>ITEM NO. and DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>Quantity</u>	<u>Total Value</u>
1. Pavement Reclamation			
<u>Murray Paving & Reclamation - Holliston, MA</u>			
<i>BIDDER'S NAME</i>			
Pavement Reclamation	\$2.12 per square yard	38,670	\$81,980.40
Adjust Catch Basins	\$100.00 each	20	\$2,000.00
Structure Remodeling	\$1.00 each	8	\$8.00
Structures Rebuilt	\$170.00 per vertical foot	8	\$1,360.00
Excess Loading of Reclaimed Material	\$0.01 per cubic yard		\$0.00
Lower/Raise Manholes	\$100.00 each	10	\$1,000.00
Lower/Raise Water Gates	\$100.00 each	12	\$1,200.00
Lower/Raise Gas Gates	\$1.00 each	12	\$12.00
Trucking	\$100.00 per hour	0	\$0.00
	Item Sub-Total		\$87,560.40
2. In-Place Bituminous Concrete			
Zone E: Bridgewater, Raynham and Middleborough			
<u>Aggregate Industries - Saugus, MA</u>			
<i>BIDDER'S NAME</i>			
In-Place Bituminous Concrete	\$64.00 per ton	9,645	\$617,280.00
Cold Planing	\$2.02 per square yard	8,910	\$17,998.20
Structure Adjustments	\$180.00 each	8	\$1,440.00
Structures Remodeled	\$250.00 each	2	\$500.00
Structures Rebuilt	\$180.00 per vertical foot	1	\$180.00
Hand Work	\$52.00 per ton		\$0.00
Sawcutting	\$0.50 per linear foot		\$0.00
Playgrounds / Parking Lots	\$64.00 per ton		\$0.00
	Item Sub-Total		\$637,398.20
4. POLYMER-MODIFIED CRACK SEALING			
Sealcoating Inc. - Braintree, MA	\$10.75 per gallon	2,000	\$21,500.00
<i>BIDDER'S NAME</i>	\$4,500.00 per day		\$0.00
	Item Sub-Total		\$21,500.00

7. MICRO PAVING

Sealcoating Inc. - Braintree, MA

BIDDER'S NAME

Surface Course (1 lift)	\$2.24 per square yard	0	\$0.00
Leveling Course (2 lifts)	\$3.90 per square yard	1,000	\$3,900.00
Leveling Course with crack repair (2 lifts)	\$4.00 per square yard	0	\$0.00
	Item Sub-Total		\$3,900.00

8. HOT IN-PLACE RECYCLING

NO BIDDERS

10. INSTALLATION OF STEEL BEAM GUARD RAIL

Commonwealth Guardrail - Westfield, MA

BIDDER'S NAME

Straight (Metal Posts)	\$18.10 per foot	1,000	\$18,100.00
Straight (Wooden Posts-Galvanized)	\$18.10 per foot		\$0.00
Straight (Wooden Posts-Rust)	\$18.50 per foot		\$0.00
Curved (Galvanized)	\$19.50 per foot	200	\$3,900.00
Curved (Rust)	\$19.50 per foot		\$0.00
End Pieces (Galvanized)	\$40.00 each	20	\$800.00
End Pieces (Rust)	\$40.00 each		\$0.00
	Item Sub-Total		\$22,800.00

12. SIDEWALK CONSTRUCTION AND SETTING OF CURBS AND EDGING

Capone Brothers Randolph, MA

BIDDER'S NAME

Earth Excavation (cubic yds)	\$10.00 per cubic yard		\$0.00
Unclassified Excavation (cub yds)	\$19.00 per cubic yard	625	\$11,875.00
Class A Rock Excavation (cub yds)	\$25.00 per cubic yard		\$0.00
Stump Excavation (cubic yards)	\$25.00 per cubic yard		\$0.00
Topsoil Excavated and stacked (cub yds)	\$1.00 per cubic yard		\$0.00
Dense graded stone (cubic yards)	\$19.00 per cubic yard		\$0.00
Processed gravel (in place) (cubic yds)	\$18.00 per cubic yard		\$0.00
Installation of concrete sidewalks & wheelchair ramps (full depth construction) (sq yds)	\$65.00 per square yard		\$0.00
Installation of bituminous concrete sidewalk overlay	\$140.00 per ton		\$0.00
Installation of bit. concrete sidewalks and wheelchair ramps (full depth construction) (sq yds)	\$37.00 per square yard	3550	\$131,350.00
Installation of bituminous concrete berms and curbs	\$8.00 per linear foot		\$0.00
Install of Granite Curb - Straight - Type VB	\$18.00 per linear foot		\$0.00
Furnish and Install Granite Curb Corners - Type A	\$208.00 each		\$0.00
Furnish and Install Granite Curb Inlet - Straight -Type A	\$280.00 each		\$0.00

Furnish and Install Granite Curb Inlet - Curved -Type A	\$300.00 each	\$0.00
Furnish and Install Granite Curb - Straight -Type VB	\$32.00 per linear foot	\$0.00
Furnish and Install Granite Curb - Curved - Type VB	\$35.00 per linear foot	\$0.00
Furnish and Install Granite Curb - Curved - Type VA4	\$39.00 per linear foot	\$0.00
Furnish and Install Granite Curb - Straight - Type VA4	\$36.00 per linear foot	\$0.00
Furnish and Install Granite Curb - Straight - Type SB	\$19.75 per linear foot	\$0.00
Furnish & Install Granite Transition Curb for wheelchair ramps & driveways - Straight - Type VB (lin ft)	\$28.00 per linear foot	\$0.00
Furnish & Install Granite Transition Curb for wheelchair ramps & driveways - Curved - Type VB (lin ft)	\$33.00 per linear foot	\$0.00
Furnish and Install Transition Slope to Vertical (each)	\$235.00 each	\$0.00
Furnish and Install Handicap Panels (rubber ADA) (each)	\$299.00 each	\$0.00
Granite Curb - Removed and Reset - Type VB (linear ft)	\$16.00 per linear foot	\$0.00
Granite Curb - Removed and Reset - Type SB (linear ft)	\$15.00 per linear foot	\$0.00
Granite Curb Inlet - Removed and Reset (each)	\$1.00 each	\$0.00
Granite Curb Corner - Removed and Reset (each)	\$1.00 each	\$0.00
Granite Edging Removed and Reset (linear ft)	\$15.00 per linear foot	\$0.00
Granite Curb Removed and Stacked (linear ft)	\$1.00 per linear foot	\$0.00
Granite Curb Inlet - Removed and Stacked (each)	\$1.00 each	\$0.00
Furnish and Install Granite Edging - Straight - Type SB	\$19.75 per linear foot	\$0.00
Mail Boxes Removed and Reset (each)	\$50.00 each	\$0.00
Loam and Seed (square yds)	\$10.00 per square yard	\$0.00
Pavement Sawcutting / Grinding (linear ft)	\$2.00 per linear foot	\$0.00
Sweeping (Manual cleanup following Sawcutting / Grinding) (lin ft)	\$0.10 per linear foot	\$0.00
	Item Sub-Total	\$143,225.00

16. CHLORINATED RUBBER TRAFFIC LINE PAINTING

Markings, Inc. -Pembroke, MA

BIDDER'S NAME

4" Yellow Centerline	\$0.037 per linear foot	400,000	\$14,800.00
4" White Line	\$0.037 per linear foot	0	\$0.00
4" Yellow Hatch Lines	\$0.365 per linear foot	0	\$0.00
Crosswalks	\$0.365 per linear foot	8,000	\$2,920.00
Stopline	\$0.365 each	1,000	\$365.00
Stop Words	\$10.000 each	0	\$0.00
Parking Lines	\$0.150 each	0	\$0.00
Ts and Ls	\$1.000 each	0	\$0.00
Directional arrows (federal)	\$15.000 each	0	\$0.00
8" "only"	\$15.000 each	0	\$0.00
3" "only"	\$10.000 each	0	\$0.00
8" "school"	\$33.500 each	0	\$0.00
Traffic Islands	\$23.000 each	0	\$0.00
Railroad Crossings	\$75.000 each	0	\$0.00
Removal of Existing Paint Lines	\$0.200 per square foot	0	\$0.00
Grinding for Inlay	\$0.200 per square foot	0	\$0.00
	Item Sub-Total		\$18,085.00

Total Estimated Value of All Contracts \$934,468.60

Chair, Board of Selectmen

Please note that this is a unit price contract. Contract values above are based on estimated quantities, and it is understood that the contractor will provide the quantities actually required by the municipalities.

Common Victualler License Business Name	Location	Applicant
Andrews Restaurant	469 Center Street	Paula Carey
Apazidis Family Restaurant	194 East Grove Street	John Apazidis
Best Pizza	3 East Grove Street	Amir Yany
Buddy's Pizza Pub	547 West Grove Street	Christopher Mastrangelo
LBK,LLC-Burger King #5173	460 West Grove Street	LBK, LLC.
The Cabin	114 East Grove Street	Todd Reimels
Capeway Convenience	578 Wareham Street	Peter Coletti
Capeway Rovers (Seasonal)	Off Plymouth Street	David Payne
Center Ave Café	160 Center Avenue	Shawn Lemmo
Central Cafe	254 Center Street	Mark Hannon
China Sails	3 East Grove Street	Jin Chun Zheng
Christopher Bldg Assoc. K of C	262 West Grove Street	Ron Ellis
Coffee Milano	58 Center Street	Margaret Gudmundsson
D'Angelo Sandwich Shop	422 West Grove Street	Jay Howland
Dave's Diner	390 Weast Grove Street	David Fisher
Donna's Dawgs	656 Wareham Street	Donna Vickery
East Grove Donuts- Dunkin Donuts	1 East Grove Street	Fernando Sardinha
58 East Grove St Inc-Boston Tavern	58 East Grove Street	Dennis Barbato
Middleboro Restaurants-Fireside Grille	30 Bedford Street	Middleboro Restaurants, lcc.Wanking
Friendlys Ice Cream	40 Bedford Street	Catherine Smith
HTF Inc.- Harry's Bar & Grille	407 West Grove Street	David Fisher
DesRosiers Inc-Hideaway Restaurant	9 Station Street	Damon DesRosiers
J&J Donuts Honey Dew	57 Center Street	Jovane Cividini
Land End Enterprises-Farrar's Flat Iron	444 Center Street	Thomas Locke
Lindo's Pizza	2 Wareham Street	Emil Khalil
Little John Restaurant-Shooters	360 Wareham Street	John Hoban
Lorenzo's Italian Restaurant	500 West Grove Street	Angela Maffeo
McDonalds	14 East Clark Street	Diana Labrecque
Middleboro House of Pizza	29 North Main Street	Theo Franzis

DRAFT

SURROUNDING COMMUNITY AGREEMENT

This Surrounding Community Agreement ("Agreement") is made and entered into this ____ day of December 2013, by and between the Town of Middleborough, a Massachusetts municipal corporation with its principal office at 10 Nickerson Avenue, Middleborough, MA 02346 ("Town"), and Raynham Park, LLC, a Delaware limited liability company, with its principal office at 1958 Broadway, Raynham MA 02767 ("Raynham Park"), (collectively the "Parties"), and their respective successors and assigns.

WHEREAS, Massachusetts General Laws, Chapter 23K, establishes and provides for expanded gaming in the Commonwealth consistent with the terms and requirements set forth therein; and

WHEREAS, under M.G.L. c. 23K, § 15, an applicant for a license to own and operate a gaming establishment must enter into an agreement with a community designated or determined to be a surrounding community of the proposed gaming establishment, which shall set forth the conditions to have a gaming establishment located in the proximity of the surrounding community; provided, however, that the agreement shall include a community impact fee for the surrounding community and all stipulations of responsibilities between the surrounding community and the applicant, including stipulations of known impacts from the development and operation of a gaming establishment; and

WHEREAS, Raynham Park is an applicant for a Category 2 gaming license to own a gaming establishment to be located at 1958 Broadway (Route 13 8), Raynham, Massachusetts ("the Premises"); and

WHEREAS, on October 2, 2013, Raynham Park designated the Town as a surrounding community, and on October 11, 2013, the Town accepted said designation; and

WHEREAS, the Parties desire to address the potential impacts that may result from the development and operation of the gaming establishment at the Premises, and facilitate the positive economic benefits to be derived from the project; and

WHEREAS, in furtherance of those goals, and in satisfaction of the requirements of M.G.L. c. 23K, the Parties have agreed to enter into this Agreement and thereby set forth their mutual understandings in effectuating the purposes set forth above.

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

1. Agreement to Location of Gaming Establishment: The Town hereby agrees to the location of the gaming establishment at the Premises as shown on Exhibit 1 attached hereto and made a part hereof by incorporation by reference which shows the proposed facilities at which Category 2 gaming license activities will take place. The Parties recognize that the gaming establishment and/or any other buildings related or proximate thereto may change, and the impact fee with

annual increases and other terms of this Agreement will apply notwithstanding such changes, including any increase in the size of the total floor area of the gaming establishment. Further, this Agreement is predicated on Raynham Park's gaming establishment being limited to 1,250 slot machines and no table games. In the event that Raynham Park is allowed more slot machines and/or table games, then the parties shall negotiate a revised and/or new surrounding community agreement to address the additional impacts to the Town, if any, of the additional gaming positions.

2. Annual Community Impact Fee. Beginning thirty (30) days after Raynham Park's commencement of operation of a Category 2 gaming establishment at the Premises, Raynham Park shall pay an annual Community Impact Fee to the Town in the sum of Fifty Thousand Dollars \$50,000.00 per year (the "Community Impact Fee"). Commencing in year four and continuing through year twenty, the Community Impact Fee shall increase by 2.5% per annum. (As an example, in year four, the Community Impact Fee shall be Fifty-One Thousand Two Hundred Fifty Dollars (\$51,250.00), and in year five the Community Impact Fee shall be Fifty-Two Thousand Five Hundred Thirty-One Dollars and Twenty-Five Cents (\$52,531.25)). Commencing in year twenty-one and in each year thereafter, the Community Impact Fee shall continue to increase by 2.5% per annum; provided, however, that in no event after year twenty shall the Community Impact Fee increase in any one particular year at a rate of increase that exceeds the rate of increase of the Annual Mitigation Payment that Raynham Park pays to the Town of Raynham in accordance with the formula expressed in paragraph eight of that certain Host Community Agreement between Raynham Park and the Town of Raynham dated June 11, 2013. The Community Impact Fee shall continue for as long as Raynham Park (or its successors, assigns, or any parent, subsidiary or related entity) owns, controls or operates a Category 2 gaming establishment at the Premises. Such payments shall be paid to the Town in equal monthly amounts pro-rated for the first calendar year of operation in recognition that the Town has a July 1 - June 30 fiscal year. For the purposes of this Agreement, Raynham Park shall be deemed to have commenced operations upon the date that the Category 2 gaming establishment at the Premises is open for business to the general public.

3. Community Impact Fee Compensatory Of All Impacts. The Parties agree that the Community Impact Fee agreed to in Paragraph 2 is compensatory to the Town of all impacts of the Raynham Park gaming establishment, including all potential impacts set forth in 205 CMR (2)(b) 1. - 5, and all reasonable and direct costs (including but not limited to planning and peer review costs) of determining the impacts of the project and negotiating this Agreement and any related agreements, as well as other reasonable and direct costs incurred by the Town in connection herewith (including but not limited to costs incurred in connection with communicating with/appearing before the commission in connection with Raynham Park's license application and participating in other proceedings relative to the project). The Parties recognize and acknowledge that the Town may hereafter petition the Commonwealth of Massachusetts and/or the Massachusetts Gaming Commission for funds, including those funds available under the Massachusetts Gaming Act, specifically including, but not limited to, those funds in the Community Mitigation Fund. Raynham Park shall not oppose any such petition made by the Town. The parties agree that the receipt of any such funds shall not in any way affect the Community Impact Fee.

4. Local Hiring and Purchasing Preference. Subject to any requirements under or inconsistencies with any applicable state or federal law, and to any similar local hiring and preference provisions in the Host Community Agreement and any other Surrounding Community Agreements executed prior to the execution of this Agreement, and subject further to the terms and conditions set forth herein and to its application for a Category 2 gaming license being approved by the Massachusetts Gaming Commission and affirmed upon final appeal, Raynham Park shall work in good faith with the Town to: (i) employ (or cause its contractors to employ) residents of the Town during the construction and operation of the proposed gaming establishment, provided that such residents are qualified for employment and satisfy any suitability requirements imposed by state law or the Massachusetts Gaming Commission; and (ii) purchase goods and services from local vendors provided that the cost and quality of those goods and services is competitive with competitors and the vendors satisfy any suitability requirements imposed by state law or the Massachusetts Gaming Commission.

Prior to hiring/retaining contractors, subcontractors or servicers in connection with construction of the project, Raynham Park shall advertise and hold at least one event for Middleborough residents, at a venue to be approved by the Town, at which Raynham Park will publicize its construction needs and explain to attendees the process by which they may seek to be hired in connection with construction of the project.

Prior to beginning the process of hiring employees (other than internally transferred Raynham Park employees) for the project, Raynham Park shall advertise and hold at least one event for Middleborough residents, at a venue to be approved by the Town, at which Raynham Park will publicize its hiring needs and explain to attendees the process by which they may seek to be hired in connection with the project.

Raynham Park shall make a good faith effort to utilize local contractors and suppliers for the construction and operation of the project and shall afford such opportunities to local vendors when such contractors and suppliers are properly qualified and price competitive. Such efforts shall include actively soliciting bids from Middleborough vendors through local advertisements, coordination with the Middleborough Area Chamber of Commerce, and other such reasonable measures.

Raynham Park agrees that it will include as part of its reward/frequent guests/loyalty or similar such programs voucher/gift certificates to Middleborough businesses. Raynham Park commits to purchase and issue at least \$5,000.00 in such voucher/gift certificates annually.

5. Responsible Gaming in Middleborough. Raynham Park recognizes that, while gaming is an enjoyable leisure and entertaining activity for most, there is a small percentage of the population which cannot game responsibly. While gaming is a part of Raynham Park's business, responsible gaming is a part of Raynham Park's culture. Therefore, Raynham Park shall implement a responsible gaming plan that satisfies or exceeds any applicable law, including its existing responsible gaming plan, if any, at the Premises, the chief goal of which is to make sure that those people who cannot game responsibly get the help they need and to make sure that people who can game responsibly understand the importance of gaming responsibly.

Raynham Park will accomplish the responsible gaming goals in Middleborough by: (1) educating its employees and providing information to patrons about the odds of games and how to make responsible gaming decisions; (2) promoting responsible gaming in daily operations; and (3) supporting public awareness of responsible gaming.

~~Raynham Park will join and actively participate in the Massachusetts Partnership on responsible gambling for the express purpose of assisting the Town, or its designee, to address issues of treatment for compulsive behavior, especially problem gaming in Middleborough.~~

6 Term. This Agreement shall become effective on the date upon which it is fully executed by the Parties, unless lawfully terminated by either party, and shall continue so long as Raynham Park (or its successors, assigns, or any parent, subsidiary or related entity) owns, controls or operates a valid Category 2 gaming license at the Premises.

7. Town Professional Fees. Raynham Park agrees to pay the reasonable and customary fees and expenses incurred by the Town for its engagement of attorneys, engineers or other third party professionals in connection with its review and execution of this Agreement. Subject to the terms of this Agreement, this provision expressly does not apply to attorney and other professional fees related to litigation or the resolution of disputes over this Agreement.

8. Notices. Any notice required hereunder shall be made in writing and delivered by hand delivery or by facsimile or e-mail transmission, with a copy to follow by first class mail, addressed as below. Notices shall be deemed given on the date delivered:

If to the Town:
Town of Middleborough
Office of the Town Manager
Charles J. Cristello
10 Nickerson Avenue
Middleborough, MA 02346

With a copies to:
Town of Middleborough
[insert Town Counsel]

If to Raynham Park:
Raynham Park, LLC
1958 Broadway
Raynham, MA 02767

With a copy to:
Grace Lee, Esq.

Eckert Seamans Cherin & Mellott, LLC
Two International Place
16th Floor
Boston, MA 02110-2602

9. No Third Party Beneficiaries. No provisions of this Agreement shall be construed in any manner so as to create any rights in any third parties not party to this Agreement. The Agreement shall be interpreted solely to define specific duties and responsibilities between the Town and Raynham Park, and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.

10. Assignment, Transfer or Collateral Use. Neither Party may assign any interest in this Agreement, and shall not transfer any interest in this Agreement by novation or assignment, without the prior written consent of the non-assigning Party, which consent shall not be unreasonably delayed or denied.

11. Relationship of the Parties. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent parties contracting with each other for purposes of effecting the provisions of this Agreement. The Parties are not, and will not be construed to be, in a relationship of joint venture or partnership. Neither Party has the authority to make any statements, representations or commitments of any kind on behalf of the other Party, or to use the name of the other Party in any publication or advertisements, except with the written consent of the other Party.

12. Force Majeure. Raynham Park shall not be considered to be in default in the performance of its obligations under this Agreement to the extent that performance of any such obligation is prevented or delayed by a Force Majeure Event. If Raynham Park is prevented or delayed in the performance of any such obligation by a Force Majeure Event, it shall provide reasonable notice to the Town of the circumstances preventing or delaying performance and the expected duration thereof, if known. For the purposes of this Agreement, a Force Majeure Event is any circumstance not within the reasonable control, directly or indirectly, of the Party affected and includes, but is not limited to, the following: strikes or other significant labor disputes; significant supply shortages; adverse weather conditions and other acts of nature; acts of God; fire, other substantial property damage or any condition that prevents or significantly interferes with the operations of Raynham Park's gaming establishment; significant subsurface conditions; riot or civil unrest; the suspension or

loss of Raynham Park's Category 2 gaming license (but only during the period of such suspension or loss); the forced closure of all gaming establishments by the Commonwealth of Massachusetts or the Massachusetts Gaming Commission; and actions or failures to act of any governmental authority or agency.

13. Integration Clause. This Agreement and any attachments hereto constitute the entire agreement between the parties. No agents, representative, employee or officer of the Town or Raynham Park has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Agreement which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, or changes to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by all Parties in accordance with the terms herein.

14. Amendment. This Agreement shall not be amended except upon written consent of all parties hereto.

15. Governing Law, Construction and Forum Selection. This Agreement shall be interpreted under the law of the Commonwealth of Massachusetts. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein. The Parties agree that any cause of action raised in relation to this Agreement may be heard in any Commonwealth or federal court in Massachusetts having jurisdiction and venue over the action.

16. Counterparts. This Agreement shall be executed in any number of counterparts which, taken together, shall constitute one and the same Agreement. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by facsimile or electronic transmission. In such event, such party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

17. Severability. Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this Agreement.

IN WITNESS WHEREOF, and intending to be bound hereby, the Parties hereto have caused this Agreement to be duly executed on their behalf by their authorized officers and applicably attested, all as of the day and year first above written.

ATTEST:

TOWN OF MIDDLEBOROUGH

By: _____

By: _____

Approved as to form:

By: _____

ATTEST:

RAYNHAM PARK, LLC, by its manager
RAYNHAM MANGER, INC.

By: _____
Thomas C. Bonner, Secretary

By: _____
Anthony D. Ricci, President

Jacqueline Shanley

From: Decas, Murray & Decas <decasmurraydecas@yahoo.com>
Sent: Thursday, December 12, 2013 3:46 PM
To: Charles Cristello
Cc: Jacqueline Shanley
Subject: River's Edge
Attachments: Order of Assessment (River's Edge).docx

December 12, 2013

Charles J. Cristello, Town Manager (*via email*)

RE: River's Edge Drive / Edge Water Lane
Final betterment assessment order

Dear Charlie:

I enclose the final betterment assessment order for the above. The final betterment for each of the affected twenty-nine lots is \$4,515.44. The assessments will cover the net amount expended for construction/engineering costs. The net amount expended was derived by subtracting the Planning Board surety amount (\$38,520.35) from the total amount expended (\$169,467.86). The result was divided by 29 to derive the amount to be assessed on each lot.

The Board should execute the order on December 16, 2013. Please give me the executed order so I can record it.

Very truly yours,

Daniel F. Murray
Town Counsel
DFM/s
09-219
Enclosure

cc: Jackie Shanley, Secretary to Board of Selectmen (*via email*)

ORDER OF ASSESSMENT – BETTERMENTS

The Board of Selectmen of the Town of Middleborough, a municipal corporation located in Plymouth County and Commonwealth of Massachusetts acting pursuant to General Laws Chapter 79 and Chapter 80 and every other power hereto enabling hereby determines the value of the benefit or advantage arising from construction and other improvements to River's Edge Drive and Edge Water Lane and related easements to the parcels of land hereinafter described and hereby assess on each of said parcels of land a proportionate share of the cost of said construction and improvements as set forth below as a betterment under Chapter 80 of the General Laws:

The parcels of land which are hereby assessed betterments are shown as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12A, 13A, 14A, 15A, 17A, 18A, 26A, 27A, 28A, 29A, 30A, 31A, 32A, 33A, 34A, 35A, 36A and 38 on a plan of land entitled "Road Layout Plan of River's Edge Drive and Edge Water Lane – Middleborough, Massachusetts 02346" dated October 15, 2007 containing five (5) sheets, prepared by Atlantic Design Engineers, LLC recorded in the Plymouth County Registry of Deeds in Plan Book 56, Page 962. The owner(s) of each parcel liable for assessment and the amount of assessment are set forth below:

	<u>Layout Plan Number</u>	<u>Assessors Map/Lot</u>	<u>Owner(s)</u>	<u>Amount of Betterment Assessed</u>
1.	1	30/1681	Edward H. Thomas, Trustee & Linda A. Thomas, Trustee	\$ 4,515.44
2.	2	30/1641	David W. & Nazare M. Parker	\$ 4,515.44
3.	3	30/1613	Richard W. & Ellen G. Cost	\$ 4,515.44
4.	4	30/1656	Robert & Lisa DeBrase	\$ 4,515.44
5.	5	30/872	James Muirhead & Donna Newton	\$ 4,515.44
6.	6	30/1631	Steven & Melodie Risk	\$ 4,515.44
7.	7	30/818	Eileen L. Carey	\$ 4,515.44
8.	8	30/891	Nancy M. Gregory	\$ 4,515.44

	<u>Layout Plan Number</u>	<u>Assessors Map/Lot</u>	<u>Owner(s)</u>	<u>Amount of Betterment Assessed</u>
9.	9	21/6478	Suzette Pinto	\$ 4,515.44
10.	10	30/861	Timothy A. & Michelle T. Foley	\$ 4,515.44
11.	11	21/6444	Mark & Claudia Plasse	\$ 4,515.44
12.	12A	21/5678	Gilbert R. & Danielle M. Bowker	\$ 4,515.44
13.	13A	21/5643	Paul A. Tanes & Patricia M. Tetreault	\$ 4,515.44
14.	14A	21/4873	Jon W. MacDermid	\$ 4,515.44
15.	15A	21/4843	Paul L. & Joanne M. Nickerson	\$ 4,515.44
16.	17A	21/4073	Sean Doherty & Tammy Connearney	\$ 4,515.44
17.	18A	21/4043	Leslie & Suzanne Porter	\$ 4,515.44
18.	26A	21/3298	Caterina Razionale	\$ 4,515.44
19.	27A	22/2578	Lisa J. Beaudette	\$ 4,515.44
20.	28A	22/3351	Susan E. Callan & Stephen D. Morris	\$ 4,515.44
21.	29A	21/4061	Kris A. Laureen J. Ducharme	\$ 4,515.44
22.	30A	21/4094	Sharon M. Ribeiro & Sanford McMurtry, Jr.	\$ 4,515.44
23.	31A	21/4826	Christopher W. & Lauren A. Capers	\$ 4,515.44
24.	32A	21/4856	Edward G. Smith	\$ 4,515.44
25.	33A	21/4894	David B. & Annemarie Jacobson	\$ 4,515.44
26.	34A	21/5637	George R. & Sandra A. Abban	\$ 4,515.44

	<u>Layout Plan Number</u>	<u>Assessors Map/Lot</u>	<u>Owner(s)</u>	<u>Amount of Betterment Assessed</u>
27.	35A	21/5659	Samuel A. & Meghan McBee	\$ 4,515.44
28.	36A	21/6422	James & Margaret Zappula	\$ 4,515.44
29.	38	30/823	James J. Holland, Jr. & Dawn M. Holland	\$ 4,515.44

This order was adopted and is dated this _____ day of December, 2013.

Town of Middleborough Board
 of Selectmen

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS:

On this _____ day of December, 2013 before me the undersigned Notary Public, personally appeared the above named Stephen J. McKinnon, proved to me through satisfactory evidence of identification, which was personal knowledge of his identity, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose(s).

 Notary Public:

My Commission Expires:

Incorporated 1669



CRANBERRY CAPITAL
OF THE WORLD

Town of Middleborough

Massachusetts

Christopher Peck
D. P. W. Director

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



Highway
Sanitation
Insect & Pest Control
Tree Warden
Wastewater
Water

December 12, 2013

Mr. Charles Cristello, Town Manager
Town Hall
10 Nickerson Ave
Middleborough, Ma 02346

Subject: Chop Chaque Earth Removal Permit #10-01- Change in truck route recommendation

At the request of the Board of Selectmen I have reviewed the alternate truck route proposed by Mr. Joe Arruda for the Chop Chaque Earth Removal Permit #10-01.

The proposed route would direct trucks to exit the gravel pit via the site drive on Rocky Meadow Street. The trucks would take a right heading east on Rocky Meadow Street, take a left heading north on Tispaquin Street, take a right heading east on Plymouth Street, take a left heading north on Carmel Street, take a left heading west on Plympton Street, and take a right heading north onto Thompson Street (Route 105) into Halifax. The purpose of the proposed truck route is to reduce the number of trucks utilizing Plymouth Street between Wood Street and Rocky Meadow Street.

The intersection of Rocky Meadow Street and Tispaquin Street is a well-known dangerous intersection in town. The trucks will be utilizing the leg of the intersection that encompasses the dangerous curve. However the slow speed and height of the trucks may aid in the ability for following traffic to see the trucks taking the left turn onto Tispaquin Street. The vehicles on Rocky Meadow Street heading towards the turning trucks should have adequate sight distance to see the turning trucks. The two Tispaquin Street approaches of the intersection are stop controlled.

After reviewing the proposed truck route it is my recommendation that this route be utilized for trucks exiting the Earth Removal #10-0 gravel pit.

If you have any questions concerning this letter please feel free to give me a call.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "C Peck", written over the typed name.

Christopher Peck
Director of Public Works

November 12, 2013

Mr. Charles J. Cristello
Town Manager
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

**RE: Owner's Project Management Services
Middleborough Water Pollution Control Facility Upgrade
Designer Invoice #3: September 2013**

Dear Mr. Cristello:

As requested, Environmental Partners Group Inc. (EPG) has reviewed the invoice submitted by Wright Pierce (WP) for services provided in September 2013.

Environmental Partners has reviewed the invoice and the progress on the tasks during this period. During this period, WP focused on advancing the Schematic Design Phase, selection and sizing of the major process equipment, preparation of an estimate of probable construction costs, and preparation of the Conceptual Design Report. This report was submitted to the town and EPG on September 20 for review.

In our opinion, the invoice is commensurate with progress on the specific tasks shown in the invoice breakdown.

Environmental Partners recommends that the invoice be paid in full.

If you have any questions or require additional information, please do not hesitate to contact me at pcm@envpartners.com or (617) 657 0276.

ENVIRONMENTAL PARTNERS GROUP, INC.


Paul C. Millett, P.E.
Project Manager

Attachments:

WP Invoice September 2013. #91050

Town of Middleborough
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

Invoice #: 91050
Project: 12760
Phase: A
Project Name: Middleborough, MA WPCF Upgrade
Invoice Date: Oct-29-2013

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period Aug-31-2013 To Sep-27-2013

RELATED TO: Schematic Design
REFERENCE: Contract dated May 13, 2013.

Total Project Fee Authorized	409,046.00
Percent Complete as of 9/27/2013	<u>26.00</u>
Fee Earned To Date	106,351.96
Less Previous Billings	77,718.74
Amount Due this Invoice	<u><u>28,633.22</u></u>

BILLING RECAP

Previous Billings	77,718.74
Current Billing Amount	28,633.22
Fee Earned To Date	<u>106,351.96</u>
Amount Received	0.00
Balance Due	<u><u>106,351.96</u></u>

Invoices are due upon receipt. If not paid by Nov-29-2013, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

Middleborough - Water Pollution Control Facility (WPCF) Upgrade
Wastewater Engineering Services (Wright-Pierce Project # 12760 Phase A)

Work Progress by Task

Period: August 31 through September 27, 2013

Task No	Task Description	Total Fee	% Complete This period	Fee Earned This Period	Overall % Complete	Overall Fee Earned	Comments on Work Performed
1.0	SCHMATIC DESIGN PHASE	409,046	7%	28,633	26.0	106,351	
1.A.1	Meetings		0%	-	50%	-	
1.A.2	Confirm Site Layout and Access Road		0%	-	10%	-	
1.A.3	Confirm Layout of all Site Utilities		10%	-	35%	-	
1.A.4	Prepare Preliminary layout of 5-stage Bardolph		0%	-	50%	-	
1.A.5	Evaluate Option 2 - Converting Primary Clarifiers		10%	-	100%	-	
1.A.6	Complete Building Code Review		0%	-	10%	-	
1.A.7	Confirm Preliminary Room Sizes and Architectural them for buildings		0%	-	25%	-	
1.A.8	Prepare revised building layouts (hand sketches, sections, elev, equipment layouts) for 1,500 sq. ft building		0%	-	10%	-	
1.A.9	Complete selection and size of all major process equipment (screenings, grit removal, clarifiers, aeration basins, filters, disinfection, sludge handling, odor control, etc.)		15%	-	45%	-	
1.A.10	Prepare Process Control narratives		0%	-	0%	-	
1.A.11	Confirm building ventilation and A.C. requirements		0%	-	0%	-	
1.A.12	Confirm building H.V.A.C. and fire protection/ sprinkler requirements		0%	-	0%	-	
1.A.13	Determine facility potable water, non-potable water concepts		0%	-	0%	-	
1.A.14	Confirm Building and Facility Structural requirements		0%	-	0%	-	
1.A.15	Develop P&ID for each treatment process		5%	-	5%	-	
1.A.16	Prepare a facility SCADA system schematic		0%	-	0%	-	
1.A.17	Confirm Preliminary Electrical Loads and Voltages and modify one-line diagram		0%	-	0%	-	
1.A.18	Prepare a Security Plan		0%	-	0%	-	
1.A.19	Prepare a Conceptual Plan for Radio & Telephone		0%	-	0%	-	
1.A.20	Prepare an Estimate of Probably Construction Cost		15%	-	15%	-	
1.A.21	Prepare a Schematic Design Report (Conceptual Design Report)		25%	-	50%	-	
1.A.22	Attend one two-day value engineering workshop with OPM		0%	-	0%	-	
1.A.23	Attend one day workshop with Client and OPM		0%	-	0%	-	
1.A.24	Revised the Schematic Design Report based on workshop		0%	-	0%	-	
Total:		409,046	7%	28,633	26%	106,351	Wright-Pierce 27-Sep-2013

October 18, 2013
W-P Project No. 12760

Mr. Paul C. Millett
Environmental Partner's Group, Inc.
Town of Middleborough - Owner's Project Manager
1900 Crown Colony Drive
Suite 402
Quincy, MA 02169

Subject: Middleborough, Ma- Water Pollution Control Facility (WPCF) Upgrade
Wright-Pierce September 2013 Invoices

Dear Paul:

Please find the attached summary of progress completion and accompanying invoices for engineering services completed through September 2013 related to the Middleborough WPCF Upgrade. A brief summary of the work completed for each of the three phases is summarized below:

Middleborough WPCF Upgrade – Wright Pierce Project #12760 Phase A

- Task 1.A.3. – Site Utilities
 - Continued to confirm evaluate/investigate site utilities

- Task 1.A.5 – Option 2 – Converting Primary Clarifiers
 - Finalized the hydraulic analysis to determine if Option #2 was feasible.
 - Developed information and additional details of the evaluation to be included in the Conceptual Design Memorandum.
 - Completed analysis and provide recommendation to keep primary clarifiers as primary clarifiers

- Task 1.A.9. – Complete Selection and Size of all Major Process Equipment
 - Obtained information and additional details for the upgrade to the pretreatment facilities including screenings and grit removal.
 - Obtained information and additional details for the upgrade to the primary clarifiers.
 - Obtained information and additional details for the upgrade to the secondary clarifiers.
 - Continued to evaluate the size and locations for the new chemical feed systems (polymer, ferric, sodium hypochlorite, sodium bisulfite).
 - Obtained information and additional details for the upgrade to the tertiary treatment systems.
 - Obtained budgetary cost information from UV manufactures.



- Continued to evaluate the size and locations for new sludge dewatering equipment including the rotary screw press, rotary drum press and belt filter presses.
- Task 1.A.20. – Prepare an Estimate of Probably Construction Cost
 - During this period we developed an estimate of the probable construction cost based on our Conceptual Design Report.
- Task 1.A.21. – Prepare Schematic Design Report
 - On September 20, 2013 we submitted our Conceptual Design Report (CDR) to the Town/OPM for review. The CDR incorporated our conceptual ideas and recommendations for moving forward, following our conceptual level review of the January 2013 WPCF Upgrades Draft Preliminary Report.

Middleborough WPCF Pilot Testing – Wright Pierce Project #12760 Phase D

- Task 3.A. – Pilot Testing
 - Meetings – Conducted meetings with vendors to review the pilot testing results and data.
 - Coordinated payment and other logistics with vendors and testing laboratory.
 - Reviewed pilot testing data and performance reports from vendors.
 - Developed a technical memorandum to summarize the pilot testing data.

We appreciate the opportunity to work with EPG and the Town on this important project. Please feel free to contact me on my direct line if you have any questions at (978) 416-8030.

Very truly yours,

WRIGHT-PIERCE

Jon W. Hume, P.E.
Project Manager

November 12, 2013

Mr. Charles J. Cristello
Town Manager
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

**RE: Owner's Project Management Services
Middleborough Water Pollution Control Facility Upgrade
Pilot Testing Invoice #3: September 2013**

Dear Mr. Cristello:

As requested, Environmental Partners Group Inc. has reviewed the invoice submitted by Wright Pierce (WP) for services provided in September 2013.

Environmental Partners has reviewed the invoice and the progress on the tasks during this period. During this period, WP focused on completing the pilot testing of three different filter systems. The performance data and reports are being reviewed and the findings will be included as part of the conceptual design report deliverable, which is part of the Schematic Design Phase.

In our opinion, the invoice is commensurate with progress on the specific tasks shown in the invoice breakdown.

Environmental Partners recommends that the invoice be paid in full.

If you have any questions or require additional information, please do not hesitate to contact me at pcm@envpartners.com or (617) 657 0276.

ENVIRONMENTAL PARTNERS GROUP, INC.


Paul C. Millett, P.E.
Project Manager

Attachments:

WP Invoice September 2013. #91051



Water
Wastewater
Infrastructure

Town of Middleborough
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

Invoice #: 91051
Project: 12760
Phase: D
Project Name: Middleborough, MA WPCF Upgrade
Invoice Date: Oct-29-2013

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period Aug-31-2013 To Sep-27-2013

RELATED TO: Pilot Testing
REFERENCE: Contract dated May 13, 2013.

Total Project Fee Authorized	114,306.00
Percent Complete as of 9/27/2013	<u>62.00</u>
Fee Earned To Date	70,869.72
Less Previous Billings	51,437.70
Amount Due this Invoice	<u><u>19,432.02</u></u>

BILLING RECAP

Previous Billings	51,437.70
Current Billing Amount	19,432.02
Fee Earned To Date	<u>70,869.72</u>
Amount Received	0.00
Balance Due	<u><u>70,869.72</u></u>

Invoices are due upon receipt. If not paid by Nov-29-2013, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

Middleborough - Water Pollution Control Facility (WPCF) - Pilot Testing Services
Wastewater Engineering Services (Wright-Pierce Project # 12760 Phase D)

Work Progress by Task

Period: August 31 through September 27, 2013

Task No	Task Description	Total Fee	% Complete This period	Fee Earned This Period	Overall % Complete	Overall Fee Earned	Comments
3.A PILOT TESTING SERVICES		\$114,306	17%	\$ 19,432	62%	\$ 70,869	
3.A.1	Conduct meetings with plant staff		0%	-	100%	-	
3.A.2	Develop Pilot Testing Protocol		0%	-	100%	-	
3.A.3	Coordinate with three disc manufacturers Work with WPCF staff to identify location. Plant staff to assist		5%	-	95%	-	
3.A.4	with set-up of pilot units.		0%	-	100%	-	
3.A.5	Coordinate with plant staff to provide coagulant (Ferric Chloride)		0%	-	100%	-	
3.A.6	Perform Periodic Site Visits During Pilot Testing		0%	-	100%	-	
3.A.7	Review Pilot Test Data and Performance Reports		25%	-	75%	-	
3.A.8	Develop a Technical Memorandum to summarize the pilot testing		10%	-	35%	-	
Total:		\$ 114,306	17%	\$ 19,432	62%	\$ 70,869	<i>Wright-Pierce</i> 27-Sep-2013



Town of Middleborough Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 12/5/13 William Fuller Attending SERVICE of N.E.
 NAME OF APPLICANT _____
 ADDRESS OF APPLICANT 13 WEST END AVE
 ASSESSORS MAP & LOT 498/5325
 DAYTIME TELEPHONE 508 923 4044

NAME OF BUSINESS ALLEY THEATRE
 OWNER OF PROPERTY TO BE LICENSED FORWARD INV. TRUST
 ADDRESS OF PROPERTY TO BE LICENSED 133 CENTER ST.
 ASSESSORS MAP & LOT 502/5389

TYPE OF LICENSE REQUESTED (Check One)

- | | |
|---|--|
| <input type="checkbox"/> 2 nd Hand Furniture | <input type="checkbox"/> 2 nd Hand Clothing |
| <input type="checkbox"/> Class I License | <input type="checkbox"/> Class II License |
| <input type="checkbox"/> Class III License | <input checked="" type="checkbox"/> Liquor License <u>BEER, WINE</u> |
| <input type="checkbox"/> Common Victualer | <input type="checkbox"/> Automatic Amusement |
| <input type="checkbox"/> Entertainment | <input type="checkbox"/> Other |

Anticipated Start Date for Business December 17, 2013
 Hours requested: 6pm - 11pm - WEDNESDAY THROUGH SUNDAY TRIANGLE DOCUMENTARY

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere?
 If yes, explain: YES, SIMILAR PERMITS AND SUBSEQUENT APPROVAL

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? NO

[Signature]

Dec. 12, 2013 10:21AM

Selectmens Office Middleborough

No Vote P. 1



Town of Middleborough

Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 12/5/13 William Fuller Attending Service of U.F.
 NAME OF APPLICANT _____
 ADDRESS OF APPLICANT 13 WEST END AVE
 ASSESSORS MAP & LOT 448/5535
 DAYTIME TELEPHONE 508 923 0004

NAME OF BUSINESS Alley Theatre
 OWNER OF PROPERTY TO BE LICENSED FRANKLIN TRUST
 ADDRESS OF PROPERTY TO BE LICENSED 133 CENTER ST
 ASSESSORS MAP & LOT 508/5389

TYPE OF LICENSE REQUESTED (Check One)

- | | |
|---|--|
| <input type="checkbox"/> 2 nd Hand Furniture | <input type="checkbox"/> 2 nd Hand Clothing |
| <input type="checkbox"/> Class I License | <input type="checkbox"/> Class II License |
| <input type="checkbox"/> Class III License | <input checked="" type="checkbox"/> Liquor License <u>BEER, WINE</u> |
| <input type="checkbox"/> Common Victualer | <input type="checkbox"/> Automatic Amusement |
| <input type="checkbox"/> Entertainment | <input type="checkbox"/> Other |

Anticipated Start Date for Business December 31, 2013
 Hours requested: 6pm - 11pm - STEVE SWANEY Comedy Show

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere?
 If yes, explain: YES, SIMILAR LICENSES AND SUBSEQUENT APPROVAL

Signature [Handwritten 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? NO

[Large Handwritten Signature]

**CRANBERRY CAPITAL
OF THE WORLD**



Phone: 508-946-2405

Fax: 508-946-0058

Town of Middleborough

Massachusetts

Board of Selectmen

December 9, 2013

Bruce G. Atwood, Chairman
The Zoning Board of Appeals
20 Centre Street
Middleborough, MA

Dear Chairman Atwood & Board Members:

Please be advised that members of the Board of Selectmen have toured the Plymouth facility of the High Point Treatment Center with President and CEO Daniel Mumbauer and discussed his intention to bring a locked rehab treatment center to Middleborough at the site of the former St. Luke's Hospital. The Board of Selectmen is well aware of the need for rehab and treatment centers in our state.

High Point has already shown its intent to be a good neighbor and community member in our Town. It has wasted no time in cleaning up and securing its property, including the removal of tangled over-growth, covering graffiti on the building's exterior and signs, boarding open windows and doors, and installing a new chain link fence between the front parking lot driveway and the abutting medical building on Center Street.

Mr. Mumbauer intends to create a staff of approximately 200 who will ultimately work in Middleborough, many of which will be new hires from Middleborough. Mr. Mumbauer has been diligent in addressing concerns from our townspeople, from parking to security, to patient release plans, and shows a great willingness to establish a positive relationship with our Town. Mr. Mumbauer has heard the Town's concerns about potential drains on our ambulance services and has agreed to contract directly with Brewster Ambulance for those services.

Should the Zoning Board of Appeals grant a permit for High Point in Middleborough, the Board of Selectmen will look forward to welcoming this influx of workers and the positive economic impact it will bring to our Town.

Very Truly Yours,

For BOARD OF SELECTMEN

Stephen J. McKinnon, Chairman