NEW BUSINESS

12-17-12

2013 LIQUOR LICENSES
FOR VOTE ON 12/17/12

ISSUED TO	ADDRESS	TYPE OF LICENSE	Taxes Owed/ Municipal Charges	
LittleJohn's Restaurant	360 Wareham Street	Restaurant - All Alcohol	YES	
d.b.a. Shooter's Steakhouse & Sports Bar				
John Hoban, Manager				
Lands End Enterprises, Inc.	444 Centre Street	Restaurant - Wine & Malt	YES	
d.b.a. Farrars Flat Iron Café				
Deborah Locke, Manager	**** THE FLAT IRON HAS WORKED OUT A PAYMENT PLAN WITH THE**			
	TREASURER/COLLECTOR			

Common Victualler License	2013	Location		
Business Name				
Andrews Restaurant		469 Center Street		
Apazidis Family Restaurant		194 East Grove Street		
Binkys		217 Bedford Street		
Buddy's Pizza Pub		547 West Grove Street		
LBK,LLC-Burger King #5173		460 West Grove Street		
The Cabin		114 East Grove Street		
Capeway Convenience		578 Wareham Street		
Capeway Rovers (Seasonal)		Off Plymouth Street		
Center Ave Café		160 Center Avenue		
Central Cafe		254 Center Street		
China Sails		3 East Grove Street		
Christopher Bldg Assoc. K of C		262 West Grove Street		
Coffee Milano		58 Center Street		
D'Angelo Sandwich Shop		422 West Grove Street		
Dave's Diner		390 Weast Grove Street		
Donna's Dawgs		656 Wareham Street		
East Grove Donuts- Dunkin Donuts		1 East Grove Street		
Fireside Grille		30 Bedford Street		
Friendlys Ice Cream		40 Bedford Street		
HTF Inc.- Harry's Bar & Grille		407 West Grove Street		
DesRosiers Inc-Hideaway Restaurant		9 Station Street		
Hong Kong Taste		547 West Grove Street		
J&J Donuts Honey Dew		57 Center Street		
Land End Enterprises-Farrar's Flat Iron		444 Center Street		
Lindo's Pizza		2 Wareham Street		
Little John Restaurant-Shooters		360 Wareham Street		
Lorenzo's Italian Restaurant		500 West Grove Street		
Mandarin Kyoto Restaurant		321 West Grove Street		
McDonalds		14 East Clark Street		
Middleboro House of Pizza		29 North Main Street		
Common Victualler License	2013	Location		

Name				
Middleboro Lodge of Elks #1274		24 High Street		
Middleboro Persy's Place		43 Bedford Street		
Mitchell Memorial Club		29 Elm Street		
N&L Donuts-Dunkin Donuts		565 West Grove Street		
Northend Pizza		337 West Grove Street		
Papa Ginos		438 West Grove Street		
Rock Village - Dunkin Donuts		447 Wareham Street		
Middleboro Subway, LLC		547 West Grove Street		
South Coast Coney's		10 Merchant's Way		
Stoney's Restaurant		456 West Grove Street		
The Main Drag		75 North Main Street		
Thomastowne-The Riverside		58 East Grove Street		
Tiki Buddha		10 Merchants Way		
Tuttabono Pizzeria		3 East Grove Street		
John Glass VFW Post #2188		12 Station Street		
Wankinquoah Rod & Gun Club		110 Pine Street		
Wheel N Donut-Dunkin Donuts		47 Harding Street		

AUTOMATIC AMUSEMENT DEVICE LICENSES 2013

ISSUED TO	Map/Lot	ADDRESS	DEVICES	Owes Taxes
Harry's Bar & Grille	M048, L3973	407 West Grove Street	1 Juke Box	NO
Hideaway Restaurant	M50N, L5974	9 Station Street	1 Juke Box	NO
		Mail: P.O. Box 589		
Middleboro Lodge of Elks #1274	M50N, L5968	24 High Street	1 Juke Box	NO
			1 Pool Table	
			1 Video Game	
Mitchell Memorial Club	M58E, L2618	29 Elm Street	1 Juke Box	NO
			1 Arcade, 1 Golf	
			Machine	
Papa Gino's Of America	M48, L3798	438 W. Grove Street - Suite C	1 Plush Crane	NO
		Mail: 600 Providence Hwy, Dedham, MA	device	
		02026 ATTN: Kathy Watts, Accts Payable		
Role Enterprises - Central Café	M50N, L5294	254 Center Street, P.O. Box 425	1 Juke Box	NO
		Mail: 304 Tispaquin St. Attn: Mark Hannon		
Royal Café - Center Ave Café	M50N, L5919	160 Center Ave.	1 Pool Table	NO
			1 Juke Box	
John F. Glass, Jr. Post 2188, VFW	M50N, L5974	12 Station Street	2 Juke Boxes	NO
		Mail: P.O. Box 289	1 Bowling Game	
			1 Shooting Game	
			1 Golf Game	

AUTOMATIC AMUSEMENT DEVICE LICENSES 2013

ISSUED TO	Map/Lot	ADDRESS	DEVICES	Owes Taxes
Little John's Restaurant d.b.a.	M072, L5571	360 Wareham Street	1 Juke Box	**YES**
Shooter's Steakhouse & Sports Bar			1 Candy Machine	
			1 Boxing Machine	
			1 Golf Machine	
			1 Word Machine	
			1 Pony Ride	
Tiki Buddha	M058, L5347	10 Merchant's Way, Suite 1	Amusement	NO
			machine-Midway	
			Games, Inc.	
The Riverside	M058, L5557	58 E. Grove Street	1 Juke Box	NO

WEEKDAY ENTERTAINMENT LICENSES 2013

ISSUED TO	Map/Lot	ADDRESS	ENTERTAINMENT	Owes Taxes
Burt Wood School of Performing Arts/	M50P, L5389	133 Center Street	Varies	NO
The Alley Theatre				
Role Enterprises, d.b.a. The Central Café	M50N, L5294	254 Centre Street, P.O. Box 425	Renewing but has no	NO
		Mail: 304 Tispaquin St. Attn Mark Hannon	entertainment at moment.	
Middleboro Restaurants, Inc. d.b.a. Fireside Grille	M048, L966	30 Bedford Street	Th-Sun - duo in lounge	NO
			& special functions	
Harry's Bar & Grille	M048, L3973	407 West Grove Street	Ocassional D.J. or band	NO
			M-Sat. 10 a.m. - 12 a.m.	
Knights of Columbus (Christopher Bldg Assoc.)	M049, L5868	262 West Grove Street	Fri & Sat 6 p.m - 12 a.m.	NO
			DJ/Karaoke	
Middleboro Lodge of Elks #1274	M50N, L5968	24 High Street	M-Sun. 10 a.m. - 1 a.m.	NO
Mitchell Memorial Club, Inc.	M58E, L2618	29 Elm Street	Functions-Dj's	NO
			various hours	
Thomastowne LLC, d.b.a. The Riverside	M058, 5557	58 E. Grove Street	D.J. or band	NO
			M-Sat 10 a.m. - 12 a.m.	
John J. Glass, Jr. Post 2188 VFW	M50N, L5974	12 Station Street	Fri & Sat DJ & Live band	NO
		Mail: P.O. Box 289	8 p.m. - 12 a.m.	
Little John's Restaurant, d.b.a.	M072, L5571	360 Wareham Street	Fri & Some Sat & Sun	**YES**
Shooter's Steakhouse & Sports Bar			in summer - DJ/band	
Dave's Diner	M48, L4758	390 West Grove Street	Mon-Sat 5 a.m. - 10 p.m.	NO
			DJ/band	

WEEKDAY ENTERTAINMENT LICENSES 2013

Buddy's Pizza Pub, Inc.	M48, L395	547 West Grove Street	Fri & Sat 9 pm-12 a.m	NO
			Karaoke/bands	
Tiki Buddha	M58, L5347	10 Merchant's Way	Laser Jukebox	NO
			Fri & Sat 9 pm - 1 a.m.	

SUNDAY ENTERTAINMENT LICENSES 2013

ISSUED TO	MAP/LOT	ADDRESS	ENTERTAINMENT	Owes Taxes
Burt Wood School of Performing Arts/	M50P, L5389	133 Center Street	1 p.m. - TBD (various hours)	NO
The Alley Theatre				
Little John's Restaurant d.b.a.	M072, L5571	360 Wareham Street	11 a.m. - 1 a.m.	**YES**
Shooter's Steakhouse & Sports Bar				
Middleboro Restaurants, Inc. d.b.a.	M048, L966	30 Bedford Street	1 p.m. - 12 a.m.	NO
Fireside Grille				

Allison J. Ferreira
Town Clerk

TOWN OF MIDDLEBOROUGH
Town Clerk's Office
Bank Building, 20 Centre Street
Middleborough, Massachusetts 02346-2250
508-946-2415 phone
508-946-2308 fax

MEMORANDUM

TO: Board of Selectmen

FROM: Allison J. Ferreira, Town Clerk

DATE: December 10, 2012

RE: ***Class I, II, III Dealer and Taxi Licenses for 2013***

Attached please find lists for the renewal of Class I, II, and III Dealer Licenses and Taxi Licenses for 2013. I have included the hours of operation and any conditions granted by the Board of Selectmen on these lists.

Kindly include in your vote the licenses will be issued contingent upon required documentation being filed with the Town Clerk and payment of taxes before January 1, 2013.

Should you have any questions or concerns, please do not hesitate to contact me.

CLASS I DEALER LICENSES
2013
$200 FEE

DEALER	ADDRESS	HOURS OF OPERATION	CONDITIONS	LICENSE #	PAID
Bud's Trailer Repair Gerald Waino (508) 947-0980 ***Call to pick up license**	16 Cushman St.	Mon – Fri (8 am -8 pm) Sat (8am – 6 pm)	• 15 unit maximum		
H. Tinkham & Sons, Inc. d/b/a Heritage Carriage 508 947-1887 **Mail license to:** **72 East Grove Street**	72 East Grove St.	Tues – Fri (8am – 5pm) Sat (8am – 4pm)	• Issue two separate Class I licenses for each location • Maximum number of trailers available for sale not to exceed 114		
Metro Imports, Inc. d/b/a Metro Volkswagen Michael A. Grieco (508) 822-1000 **Mailing Address:** **1651 New State Highway** **Raynham, MA 02767**	3 Chalet Road	Mon – Sat (7:30am-9pm) Sun (10am – 6 pm)	• 156 total vehicles allowed on site for sale		

CLASS I DEALER LICENSES
2013
$200 FEE

DEALER	ADDRESS	HOURS OF OPERATION	CONDITIONS	LICENSE #	PAID
Metropolitan Waste Equipment, Inc. Gil Ledoux (800) 878-5491 **Mailing Address:** **1074 Turnpike St.,** **Stoughton, MA 02072** **(**mail reminder to mailing address**)** ***Call to pick up license**	22 Cambridge St. Unit 6	Mon - Fri (7:30am – 4:30 pm)	• No job related vehicles on premises overnight. They sell brand new garbage trucks.		

CLASS II DEALER LICENSES
2013
$200 FEE

DEALER	ADDRESS	HOURS OF OPERATION	CONDITIONS	LICENSE #	PAID
A & C Motorcycles, LLC Anne Petrino-Taft (508) 947-2453	461 Wareham St.	Mon – Sat (9 am -7 pm) Sun (11am – 5 pm)	• 18 vehicle maximum		
(The) Auto Liquidation Group Vincent A. DiRusso (617) 275-3095 ***Mail license to home address c/o** **Vincent A. DiRusso** **91 South Main Street** **Middleborough, MA**	66-68 West Grove St.	Mon – Fri (8 am – 8 pm) Sat (9 am – 6pm) Sun (by appointment)	• 51 vehicle maximum		
Exit 3 Truck Center Alfred J. Colarusso (508) 947-3467 ***Mail license to** **448 Wareham St.** **Middleborough, MA**	448 Wareham St.	Mon – Sat (9 am – 5 pm)	• Center lane between vehicle display lines to be kept open for *emergency vehicle access. • 25 vehicle limit		
Frank's A42ble Used Cars Cheryl A. Salemme (d/b/a) (508) 947-1613 ***Call to pick up lic**	451 Wareham St.	Mon – Fri (9 am – 5 pm) Sat & Sun (9 am – 12 pm)	• BOS granted on 8/9/10. • 15 vehicle maximum		

CLASS II DEALER LICENSES
2013
$200 FEE

DEALER	ADDRESS	HOURS OF OPERATION	CONDITIONS	LICENSE #	PAID
Freiday's Auto Sales, Inc. Joseph T. Freiday (508) 946-6161 ***Call to pick up license**	138 South Main St.	Mon – Thurs (8 am – 8 pm) Fri (8 am – 6 pm) Sat (9 am – 5 pm) Sun (12 pm– 5pm)	• BOS granted 7/1/02 • Standard waterless handwash cleaning system to be used • All necessary modifications and conditions of the Health, Zoning and Building Departments to be instituted • Amount of cars not to exceed 40 provided there is safe access for emergency vehicles, if not the amount shall be reduced to 38		
Gabriel, Jacob & Isaac, Inc. d/b/a United Middleboro Petroleum Nick Khoury (508) 946-6166 ***Mail license to 99 West Grove St. Middleborough, MA**	99 West Grove St.	Mon – Sat (9am – 6 pm) Sun (12pm –6pm)	• 15 vehicle limit		

CLASS II DEALER LICENSES
2013
$200 FEE

DEALER	ADDRESS	HOURS OF OPERATION	CONDITIONS	LICENSE #	PAID
Gas Depot & Service RNT Brothers, Inc. d/b/a Raheel Ghafoor (508) 310-3850 ***Call to pick up license**	5 Station St.	Mon – Sat (9am – 6 pm)	• 3 vehicle maximum		
Hylan Group, LLC **d/b/a Hylan Auto Sales** Todd H. Walantis (508) 923-1000 ***Call to pick up license**	90 East Grove St.	Mon – Fri (9 am – 6 pm) Sat (9 am – 3 pm) Sun (by appointment)	• 55 vehicle maximum		
Josef's Auto Sales, Inc. Joseph F. Pursley (508) 947-5400 **Mail license to** **428 Wareham St.** **Middleborough, MA**	428 Wareham St.	Mon – Fri (8 am – 8 pm) Sat (8 am – 6 pm)	• 30 vehicle maximum		
Junior's Automotive **Sales & Service, Inc.** George Damato (508) 947-9483 ***Call to pick up license**	359 West Grove St.	Mon – Fri (7 am – 8 pm) Sat (8 am – 6 pm) Sun (by appointment)	• 60 vehicle maximum		

CLASS II DEALER LICENSES
2013
$200 FEE

DEALER	ADDRESS	HOURS OF OPERATION	CONDITIONS	LICENSE #	PAID
Kelly's Tire Mart, Inc. Kevin Kelly (508) 947-4859 ***Mail license to** **523 West Grove St.** **Middleborough, MA**	523 West Grove St.	Mon – Fri (8 am -6 pm) Sat (8 am – 3 pm)	• 10 vehicle maximum		
LD Auto Sales Leonel P. DaCosta (d/b/a) (508) 947-6492/ (508) 277-2551 ***Call to pick up license**	254 Wood St.	Mon – Sat (8am – 8pm)	• Car to be parked on the driveway in the bermed area • 1 car limit		
Leavens, Gerard F. Gerard Leavens (508) 923-0790 ***Call to pick up license**	211 Rocky Meadow St.	Non-specific	• BOS granted on 3/29/10 • INTERNET sales only • No storage, display of vehicles or signage		
Leonard's Auto Arthur Leonard, Jr. (508) 923-4779	69 Miller Street	Non-specific	• BOS granted on 3/19/12 • INTERNET Sales only • No signage and no display of vehicles, only one (1) vehicle is approved for storage and must be stored inside garage		

CLASS II DEALER LICENSES
2013
$200 FEE

DEALER	ADDRESS	HOURS OF OPERATION	CONDITIONS	LICENSE #	PAID
Leonard's Auto LLC	407B Wareham Street	Mon – Fri (8am – 6pm) Sat (9am – 2pm)	• No additional pavement shall be added to create the parking spaces. The parking areas shall be used for the sale of used retail ready cars. There shall be no repairs of fluid additions on the premises. There shall be a 6' chain link fence, with privacy slats, between the applicant's property and the nearest abutter. They will maintain a treed and/or a landscaped buffer zone to the eastern side of the property. Parking spaces shall be 10' x 20'. There shall be six retail parking spaces and two general parking spaces, for a total of eight. • Maximum of six (6) retail ready cars for sale.		

CLASS II DEALER LICENSES
2013
$200 FEE

DEALER	ADDRESS	HOURS OF OPERATION	CONDITIONS	LICENSE #	PAID
Norm's Repair, Inc. Norman Chisholm (508) 947-7433 ***Mail license to** **256 Old Centre St.** **Middleborough, MA**	256 Old Centre St.	Mon – Fri (7:30am – 5pm)	• BOS voted stipulations on 1/22/01 to appear on license pertaining to # of vehicles. • Maximum number of 10 unregistered vehicles for sale on the property; maximum number of 10 unregistered vehicles on the property for repair purposes		
Platinum Auto Export, Inc. Elie Saliba (617) 792-9577 ***Call to pick up license**	18 West Grove St.	Non-specific	• WHOLESALER • No vehicles to be displayed on the property.		
R & S Auto Sales Robert D. Stolz d/b/a (508) 947-2488 ***Mail license to** **161 Wareham St.** **Middleborough, MA**	161 Wareham St.	Mon – Fri (8am to 5pm) and Sat by appointment only	• Fence to be erected along front of property for vehicles to be on display behind it • 50 vehicle limit		

CLASS II DEALER LICENSES
2013
$200 FEE

DEALER	ADDRESS	HOURS OF OPERATION	CONDITIONS	LICENSE #	PAID
Rte. 28 Auto Works Hilary J. Bury d/b/a (508) 822-5823 ***Mail license to** **463 Wareham St.** **Middleborough, MA**	463 Wareham St.	Mon – Sat (9 am – 5pm)	• 10 vehicle maximum		
Runwell, Inc. John M. Vacca, Jr. (508) 947-0611 ***Mail license and reminder to** **23 Clark Road** **Lakeville, MA 02347**	195 East Grove St.	Mon – Fri (8am – 6 pm) Sat (8 am -2pm)	• 45 vehicle limit		
Southeast Motors, Inc. Michael Murphy (508) 947-8700 ***Mail license to** **603 Wareham St.** **Middleborough, MA**	603 Wareham St.	Mon – Thurs (9 am – 8pm) Fri (9 am -6 pm) Sat (9 am – 5pm)	• Berm must be around perimeter of parking lot – no cars to be stored on the impervious surface. • 40 vehicle limit		
Spectrum Motors Robert Hollstein (508) 965-7360 ***Call to pick up license**	217 Centre St.	Mon – Fri (9am – 5pm)	• WHOLESALER • No vehicles are to be displayed		

CLASS II DEALER LICENSES
2013
$200 FEE

DEALER	ADDRESS	HOURS OF OPERATION	CONDITIONS	LICENSE #	PAID
Sport's Ltd. Robert Weaver d/b/a (508)947-0068	539 Wareham St.	Mon – Fri (8 am – 8pm) Sat (8 am – 6pm)	• As of 2/9/08, the BOS voted the following three condition are to be included on the license: • No unregistered vehicles parked or repaired on the street or outside of the property lines; • No car carriers or wreckers, under your control, parking along the street • Employee vehicles may not be parked on the street • 25 vehicle limit		
TNS Auto Karl Irving and Anthony P. Louise Bertelli d/b/a (508)413-0105 ***Call to pick up license**	668 Wareham St., Unit 6	Non-specific	• Vehicles to be stored in the lot at 668 Wareham St. • INTERNET sales and sale of up to 14 second hand vehicles maximum, if needed.		

CLASS II DEALER LICENSES
2013
$200 FEE

DEALER	ADDRESS	HOURS OF OPERATION	CONDITIONS	LICENSE #	PAID
Topham Automotive, Inc. Brian Topham (508)947-2022 ***Call to pick up license**	85 East Grove St.	Mon – Fri (8 am – 5 pm) Sat (9 am – 2 pm)	• 6 vehicle maximum		
Ventura Motors Robert J. Ventura d/b/a	307 Wood St.	Non-specific	• WHOLESALER • 3 vehicle maximum		
Yankee Auto Sales William McDermott d/b/a (508)947-7854 ***Call to pick up license**	85 Everett St.	Mon – Fri (8am – 5pm) Sat (by appointment)	• Only two vehicles for sale at one time		

CLASS III DEALER LICENSES
2013
$100 FEE

DEALER	ADDRESS	HOURS OF OPERATION	CONDITIONS	LICENSE #	PAID
Freedman's, Inc. Richard Kessler (508)947-0965 ***Call to pick up license**	162 East Grove St.	Mon -Fri (8:30 am. - 4:30 pm)	Salvage Yard		
Hank Zion Auto Salvage, Inc. Jeffrey Reposa (508) 947-2321 ***Call to pick up license**	124 Bedford St.	Mon – Fri (7am – 5pm) Sat (7am – 1pm)	Salvage Yard		
Middleboro Auto Salvage Cedric P. Zion and David A. Zion (d/b/a) (508) 947-2691 ***Call to pick up license**	170 Bedford St.	Mon-Fri (8:30 am -5pm) Sat (8 am-2pm)	Salvage Yard		

CLASS III DEALER LICENSES
2013
$100 FEE

DEALER	ADDRESS	HOURS OF OPERATION	CONDITIONS	LICENSE #	PAID
Walter L. Pittsley Auto Salvage John Sylvia, Jr. (508) 947-2255 ***Mail license to 153 Wareham St. Middleborough, MA**	151 Wareham St.	Mon – Fri (8am – 5pm) Sat (8am – 2pm)	Salvage Yard		
Walter W. Zion Used Auto Parts, Inc. Scott K. Zion (508) 947-1790 ***Mail license to 128 Bedford St. Middleborough, MA**	128 Bedford St.	Mon – Fri (7am – 5pm) Sat (7am – 2pm)	Salvage Yard		

TAXI LICENSES
2013

DEALER	ADDRESS	# OF VEHICLES/ UNITS	HOURS OF OPERATION	CONDITIONS	LICENSE #	PAID
Superior Taxi Maurice DeLongchamps d/b/a (508) 947-2424 ***Call to pick up license**	453 Centre St.	6 vehicles	Unknown			

Jacqueline Shanley

From: Karen J. Cook <manager@allarewelcome.us>
Sent: Friday, December 07, 2012 9:07 AM
To: SelectmenWeb
Subject: Outdoor Event

Dear Middleboro Selectmen:

I am writing to request permission to hold our second (annual) Road Race – the Run for Your Lunch 5.5K fundraising event for All Are Welcome Community Kitchen.

If you recall, we held this event for the first time last year on Sunday, January 15 at 1PM.

Once again, the North Congregational Church has agreed to host our event. We will be implementing the same course, many of the same volunteers, as well as the same commitment to safety for our participants, volunteers and general public.

Last year, Police Chief Gates expressed his greatest concern was for weather and road conditions. I am sending a note to Chief Gates, requesting his support and again confirming that as with any outdoor event in January in New England, and if he feels the safety of those involved would be jeopardized, we would cancel or postpone the race based on his directive.

All Are Welcome is growing and showing strong signs of providing a valuable service to our community. We are hoping we can count on the Selectmen again for your support in helping to continue our mission.

I look forward to hearing from you at your earliest convenience.

Respectfully,

Karen J. Cook

Karen J. Cook, Executive Manager
all are welcome community kitchen and bakery, inc
...Building Community, one meal at a time
508-443-0243
http://www.allarewelcome.us
all are welcome is sponsored by The Church of Our Saviour Episcopal, Middleboro

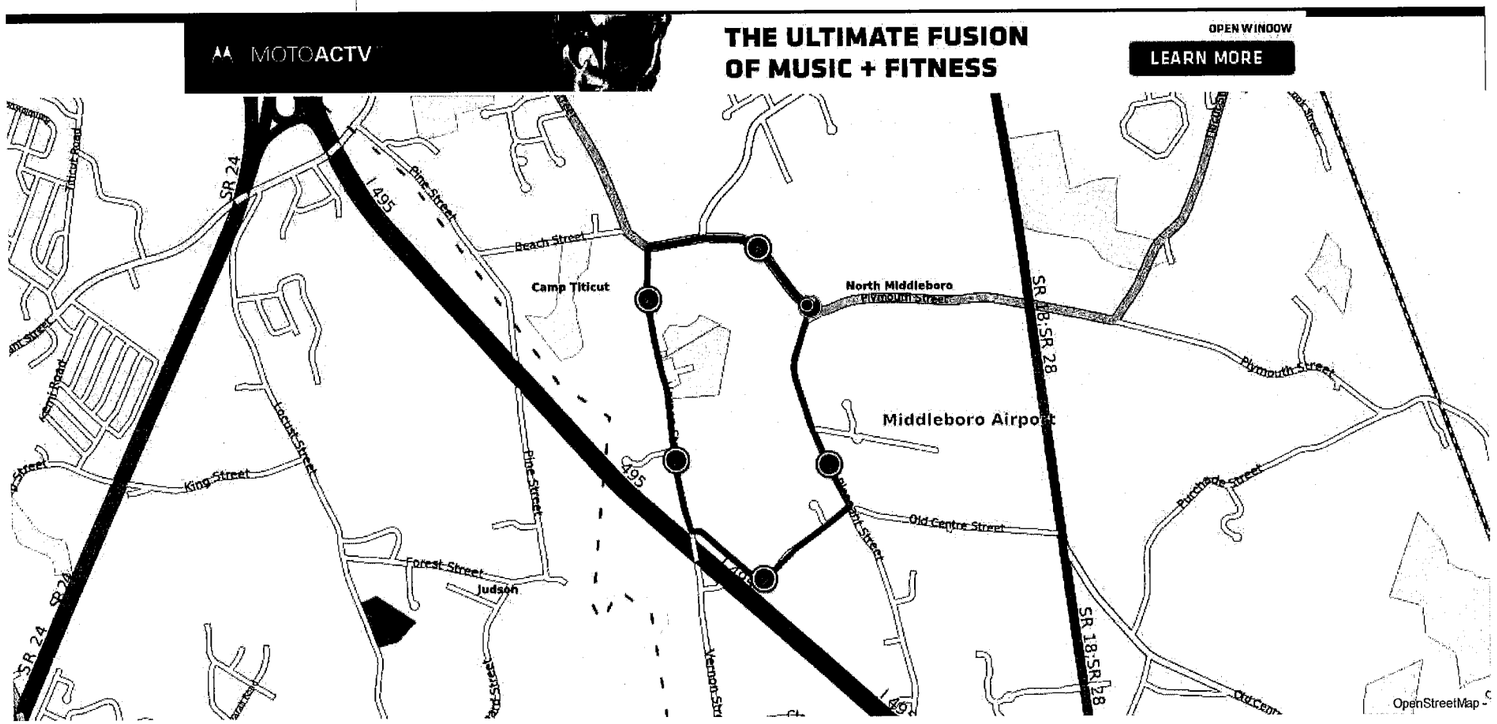
Learn how to map your run! View our Tutorial

Close

MA, MA

A run mapped on 11/08/2011

5.50 km



Jacqueline Shanley

From: Chief Bruce Gates <bruce.gates@mpdmail.com>
Sent: Thursday, December 13, 2012 2:45 PM
To: Jacqueline Shanley
Subject: RE: All Are Welcom Road Race

Jackie,
The Police Department strongly supports these community events. However I will express my concerns for the safety of the participants. If Mother Nature cooperates as she did last year I don't have any issues. If we have snow or ice conditions that would impede parking and travel on the road surface I would recommend the event be postponed to a different date.
Bruce

From: Jacqueline Shanley [mailto:jshanley@middleborough.com]
Sent: Thursday, December 13, 2012 10:55 AM
To: Lance Benjamino; Chief Bruce Gates
Subject: All Are Welcom Road Race

Good Morning,

Please see attached and advise if you have any concerns/objections/requirements. This is scheduled for a vote by the Board on Monday, 12/17.

Thank you.

Have a great day!

Jackie

Jackie Shanley
Confidential Secretary to Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346
508 946-2405 Tel.
508 946-0058 Fax
jshanley@middleborough.com

Jacqueline Shanley

From: Lance Benjamino
Sent: Thursday, December 13, 2012 11:29 AM
To: Jacqueline Shanley
Subject: RE: All Are Welcom Road Race

Jackie,

As usual, as long as they have an emergency medical plan and any access obstruction must be moveable for emergency vehicles.

Lance Benjamino
Chief of Department
Middleborough Fire Department
125 North Main Street
Middleborough, MA 02346
firechief@middleborough.com

From: Jacqueline Shanley
Sent: Thursday, December 13, 2012 10:55 AM
To: Lance Benjamino; Chief Bruce Gates
Subject: All Are Welcom Road Race

Good Morning,

Please see attached and advise if you have any concerns/objections/requirements. This is scheduled for a vote by the Board on Monday, 12/17.

Thank you.

Have a great day!

Jackie

Jackie Shanley
Confidential Secretary to Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346
508 946-2405 Tel.
508 946-0058 Fax
jshanley@middleborough.com

AGREEMENT BETWEEN TOWN OF MIDDLEBOROUGH AND THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, AFL-CIO LOCAL 96(MIDDLEBOROUGH POLICE SUPERIOR OFFICERS) TO INCREASE NON-TOWN DETAIL RATE.

The Town of Middleborough ("the Town") and the New England Police Benevolent Association, AFL-CIO, Local 96, Middleborough Police Superior Officers ("Local 96") hereby agree that the 2012-2013 collective bargaining agreement between the Town and Local 96 will be amended as follows:

ARTICLE VI-EXTRA PAID DETAILS—Change the first sentence of section "B" to read as follows: "Effective January 1, 2013, such details, except those worked for the Town of Middleborough, shall be compensated at $44 per hour."

LOCAL 96

_____

_____

_____

_____

_____

12 December 12
DATED:

TOWN OF MIDDLEBOROUGH

_____

_____

_____

_____

_____

DATED:

OWNER-ENGINEER AGREEMENT
PARK AND SPROAT STREET INFRASTURCTURE/CDBG PROJECT

THIS AGREEMENT made this ____ day of December, in the year Two Thousand and Twelve, between GCG Associates, Inc. with a usual place of business at 84 Main St., Wilmington, MA 01887 hereinafter called the Engineer, and the Town of Middleborough, acting by its Board of Selectmen, with a usual place of business at 10 Nickerson Avenue, Middleborough, MA 02346, hereinafter called the Owner.

The Engineer and the Owner, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Engineer shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as Engineering Services for the Park and Sproat Street Infrastructure Project and CDBG engineering report and estimate. The work will include the reconstruction of Park and Sproat Street in accordance with the Scope of Services set forth in the proposal dated December 14, 2012 attached hereto as "Attachment A".

2. Contract Price

The Owner shall pay the Engineer for the performance of this Agreement, subject to any additions and deductions provided for herein, in current funds, the sum of twenty three thousand five hundred and forty dollars ($23,540.00) as shown on attachment A attached hereto.

3. Commencement and Completion of Work and Liquidated Damages

A. It is agreed that time is of the essence of this Agreement. The Engineer shall commence and prosecute the work under this Agreement upon execution hereof and shall commence work immediately upon execution of the agreement. The time limits list in Attachment A are maximal but due to the emergency nature of this project time is of the essence and the engineer shall perform the work in an expeditious manner.

B. Time as Essential Condition: It is understood and agreed that the commencement of and completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Agreement wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement.

C. Progress and Completion: Engineer shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and without interruption at such a rate of progress as will insure completion of design documents within forty-five calendar days.

4. Performance of the Work

A. Direction of the Work: The Engineer shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the Engineering/design profession for projects similar to the Project in scope, difficulty and location. The Engineer shall be solely responsible for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

(1) The Engineer shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Engineer. Consistent with the standard of care referenced in paragraph A. above, the Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work or services furnished by him or his consultants and subcontractors. The Engineer shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the Owner shall not be necessary.

(2) The Engineer shall not employ additional consultants not named in his proposal to the Owner, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the Owner. Such written consent shall not in any way relieve the Engineer from his responsibility for the professional and technical accuracy and coordination of all data, designs, drawings, specifications, estimates and other work or services furnished under this Agreement.

(3) All consultants must be registered and licensed in their respective disciplines if registration and licensing are required under the applicable provisions of Massachusetts law.

(4) The Engineer and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the

type of work or services covered by this Agreement, including those of the Massachusetts Highway Department and the Department of Environmental Protection.

(5) The Engineer shall not be relieved from his obligations to perform the Work in accordance with the requirements of this Agreement either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Engineer.

(6) Neither the Owner's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

C. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications, reports, scenic road, and Notice of Intent, cost estimates and other documents prepared by the Engineer shall become the property of the Owner upon payment in full therefor to the Engineer. Ownership of stamped drawings and specifications shall not include the Engineer's certification or stamp. Any re-use of such documents without the Engineer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Engineer or to the Engineer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the Engineer's rights under this Agreement.

D. Notices, Compliance With Laws:

(1) The Engineer shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Work. The Engineer shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid.

(2) If the Engineer observes that any of the Owner's design schemes, outlines or goals are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) In the performance of the Work, the Engineer shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The Owner shall furnish to the Engineer available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Engineer and is not guaranteed. It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the Engineer must satisfy himself as to the correctness of such information. If, in the opinion of the Engineer, such information is inadequate, the Engineer may request the Owner's approval to verify such information through the use of consultants or additional exploration. In no case shall the Engineer commence such work without the Owner's prior written consent. Such work shall be compensated as agreed upon by Owner and Engineer.

6. Payments to the Contractor

A. The Owner shall make payment to the Engineer, monthly, upon approval of the Engineer's requisitions therefor. All requisitions shall be in the same proportionate amount of the Contract Price as the proportion of the work completed to the total scope of work.

B. If there is a material change in the scope of work, the Owner and the Engineer shall mutually agree to an adjustment in the Contract Price. Delay of one year or more by the Owner plus a significant change in the estimated construction cost will be considered a change in the scope of work.

C. If the Owner authorizes the Engineer to perform additional services, the Engineer shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the Engineer shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the Engineer shall be reimbursed by the Owner: (a) at 1.0 times the actual cost to the Engineer of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the Owner; (b) at 1.0 times the

actual cost of additional or specially authorized expense items, as approved by the Owner.

8. Final Payment, Effect

The acceptance of final payment by the Engineer shall constitute a waiver of all claims by the Engineer arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

A. General Liability: The Engineer shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the Engineer or his employees, agents, subcontractors or representatives.

B. Professional Liability: The Engineer shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the Engineer's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the Engineer or his employees, agents, subcontractors or representatives.

11. Insurance

A. The Engineer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of $1,000,000.

B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the Owner. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the Engineer shall notify the Owner should coverage become unavailable.

C. The Engineer shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.

D. The Engineer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the Owner.

E. The Engineer shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property in the amounts of $1,000,000/$2,000,000.

F. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.

G. Upon request of the Engineer, the Owner reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Engineer. In the event that the Agreement is terminated pursuant to this subparagraph, the Engineer

shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

A. Royalties and Patents: The Engineer shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified by the Owner; but if the Engineer believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or product specified.

B. Assignment: The Engineer shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

ENGINEER:

By: _____
Name: Michael J. Carter
Title: President

OWNER:

Bord of Selectmen

By: _____

By: _____

By: _____

By: _____

By: _____

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I,

Michael J. Carter *authorized* signatory for GCG Associates, Inc.
Name of individual *Name of consultant*

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts, and the Town of Middleborough and is current with all local, state, and federal taxes and assessments.

Consultant
By:

President

Signature of authorized representative Title Date

GCG ASSOCIATES, INC.

PROFESSIONAL CIVIL & ENVIRONMENTAL GCG ASSOCIATESS
84 Main Street
Wilmington, Massachusetts 01887

Phone: (978) 657-9714
Fax: (978) 657-7915

ATTACHMENT A

December 14, 2012

Jane Kudcey
Program/Accounting Manager
Middleborough Office of Economic and Community Development
20 Centre St., 3rd Floor
Middleborough, MA 02346

RE: Surveying and Engineering Services
Park and Sproat Street

Dear Ms. Kudcey

We are pleased to submit for your approval, this letter proposal and letter of agreement for the performance of engineering and survey services for the above referenced project. The proposal is for surveying and engineering services for the design of street reconstruction, drainage design, and sidewalk replacement for Park Street from Frank Street to Maple Avenue and Sproat Street from Park Street to Madigan Way

SCOPE OF SERVICE

GCG will perform a detail survey of existing features and prepare contract documents and plans for the construction of the above referenced streets.

SURVEY

The existing base plans consist of plan views only in a metric scale. GCG would convert these plans to English and use a 1"=20' scale. The existing plans and data point files do not have any vertical elevations. GCG would perform necessary survey to obtain elevations required to allow for the design of the roadway improvements. The survey would meet the following standards.

A survey base line will be established within the project limits from which a detailed survey of existing features will be taken. The field survey shall include location, alignment, and elevation of roadways, existing curb, back of sidewalk elevation, location and elevation of all walks to dwellings or other buildings, utility poles and underground structures, storm drainage pipelines and structures, retaining walls, fences, hedges and all other physical features within each street layout. Field survey and plans will be prepared for the above referenced streets, and all intersecting street will be surveyed approximately 100 feet up the street.

I. **HORIZONTAL CONTROL**

GCG ASSOCIATES will establish control baselines for topographic and utility surveys. Basic horizontal control will be based on Massachusetts Geodetic Third-Order, Class I Standards of Accuracy (1 part in 10,000 minimums. All control monuments will be identified. GCG ASSOCIATES will submit a sketch plan of the balanced main baseline with coordinates at all control points. The main control points will have a minimum of three reference ties for recovery.

II. **VERTICAL CONTROL**

GCG ASSOCIATES will establish vertical control to provide benchmarks and adjusted elevations for use in preliminary surveys and construction. Elevations will be established to second-order accuracy based on the National Vertical Datum of 1988 (GPS). Vertical Control Points will have designated numbers and adequate reference ties for recovery.

III. **FIELD NOTES**

GCG ASSOCIATES will provide copies of all field notes for all horizontal and vertical control surveys recorded in a clear and legible manner in notebooks fully indexed. The notes will contain descriptions and sketches of existing control points used for origin and closure and the control monuments established by this survey. Electronic data collecting equipment printouts of raw data will be provided. All field notes will be reduced.

IV. **TOPOGRAPHIC SURVEY**

GCG ASSOCIATES will perform an on-the-ground survey by obtaining all surface features within the limits of defined in Section I. Cross-sections will be obtained on a 25-foot grid normal to the survey baseline. Odd station cross-sections will be taken where necessary to properly define topographic features.

V. **UTILITY SURVEY**

GCG ASSOCIATES will show on the plans underground by a combination of field surveys and record drawings. Rim and invert elevations, as well as size and type of any pipe for storm and sanitary sewers, will be obtained from field measurements. The location, type and numbers of electric and telephone poles and surface evidence of underground facilities will be obtained from field measurements. Size, type, etc., will be obtained form utility company records. Depths of underground utilities, other than sewer and drain, will be obtained from utility company records, if available.

VI. **PLAN AND PROFILE SHEETS**

GCG ASSOCIATES will provide plans, which will include the following:

1.) All drawing data will be provided in magnetic media (CD-ROM) in AutoCAD Release 14 format.
2.) Drawing size will be 36 inches wide x 24 inches high. A profile grid approximately 8 inches x 24 inches will be positioned on the lower half of the drawing for plans and profile drawings.
3.) The plan map at a scale of 1"=20' feet will be positioned directly above the profile at a scale of 1"=5' and be laid generally horizontal with a north arrow-showing correct orientation. At locations where the strip is broken, the individual strips will show a match line and have a minimum overlap of 20 feet. The coordinate grid will be shown at 100-foot intervals.
4.) Existing street rights-of-way including locations of street lines, curb lines and easements will be shown.
5.) River and stream crossings and other surfaces features and fixtures, including stonewalls, driveways, trees, and utility poles with pole number, etc. will be shown.
6.) All utilities and other underground obstructions will be plotted including water, sewer, gas, electric, telephone, cable television, manholes, valve boxes, fire hydrants, etc.
7.) Contours, at 2-foot intervals.
8.) The angle and stationing of the roadway crossings and bridge crossings will be noted.
9.) Profiles of the centerline of the road and right and left gutter grade will be indicated at the maximum interval of 50 feet or at terrain breaks.
10.) The elevation of underground utilities that intersects the alignment will be indicated on the drawings noting whether the elevations were established from actual field measurements or from utility company records.

PROJECT DESIGN/GRANT APPLICATION

The project involves the preparation of contract plans and construction documents for the reconstruction of streets, sidewalks, utilities as deemed necessary, curbing on Park and Sproat Streets.

I. GCG Associates will prepare design plans at a scale of 1"=20' and contract documents in accordance with Town, State and Federal Regulations. The following information will be included in the construction documents and plans.

- Cross sections of sidewalks as necessary to allow for construction of the proposed sidewalk and curbing improvements
- Final grades and elevations.
- Drainage improvements if deemed necessary.
- Details regarding sidewalk construction, and curb replacement or resetting.
- Details regarding utility replacement.

II. GCG Associates will review the need to add or replace drainage with the City and incorporate into the design.

III. GCG Associates will prepare a cost estimate for the project including construction cost and contingencies.

IV. GCG Associates will attend two meetings with the Town Officials. The first meeting shall be at 50% completion. The second meeting shall be at 95% completion of the design and shall include the submittal of three review copies of the contract documents.

V. GCG Associates will incorporate City comments into the 95% complete contract documents and make any related changes to the cost estimate, permits, time schedules, etc.

VI. GCG Associates will prepare an existing conditions report to be submitted with the applications for a CDBG applications including estimated construction cost.

BIDDING

1. GCG Associates will coordinate the preparation of the final contract documents with the Town of Middleborough

2. GCG Associates will provide sets of final plans, specifications and contract documents for use during the project bid process and construction phase of the project.

3. GCG Associates will assist the Town on the preparation of a bid notice and advertisement.

4. GCG Associates will be available to provide technical assistance, as appropriate to all prospective bidders.

4. GCG Associates will work with the Town to coordinate all phases of the bid process, including:

   (a) Bid opening
   (b) Bid reference and qualifications check
   (c) Bid recommendations

Fee schedule

The lump sum fee for providing the above scope of services would be $23,540. See attached breakdown of man-hours for estimated cost.

The total fees for the above listed Scope of Services will not be exceeded without formal agreement between the parties of this agreement. All filing fees associated with the permitting process will be paid directly by the Owner and are not included in this contract. All copies of reports and plans will be invoiced as a reimbursable expense. A change in the Scope of Services will be considered cause to modify this agreement. Changes, other than minor revisions, requested by the Owners, or any review boards; will be considered as a change in the Scope of Services.

Sincerely,
GCG ASSOCIATES, INC.

Michael Carter, P.E.
Principal

GCG Associates, Inc.
84 Main Street
Wilmington, MA 01887
(978) 657-9714

Estimted Fee

12/14/2012

Town: Middleborough - MA
Project: Park and Sproat Street Infrastructure Project

Phase	Project Manager/ Engineer $105.00	Staff Engineer $70.00	Resident $80.00	Survey $110.00	Total
SURVEY - Roadway Design					
Task 1 Field Survey/Research	2	8	0	24	$3,410.00
Task 2 Develop Base Plans	2	48	0	0	$3,570.00
Subtotal					$6,980.00
DESIGN					
Task 1 - Prelimnary Design	12	40	0	0	$4,060.00
Task 2 - Final Design	8	60	0	0	$5,040.00
Task 3 - Contract Documents	8	24	0	0	$2,520.00
Task 4 - Estimate and Report	4	8	0	0	$980.00
Task 5 - Grant Application	4	16	0	8	$2,420.00
Subtotal					$15,020.00
BIDDING					
Task 1 -Bidding	4	16	0	0	$1,540.00
Subtotal					$1,540.00
			Total Fee		$23,540.00

LICENSE AGREEMENT

I, ***Marjorie H. Thomas, Trustee of the Marjorie Thomas Investment Trust,*** of Middleboro, Plymouth County, Massachusetts, hereafter "Owner", hereby grants to the ***Town of Middleborough*** acting through its Board of Selectmen, hereafter "Licensee", a license to use my property hereafter described (the "property") on the following terms and conditions:

1. The property is located off Wareham Street on Don Boucher's Way in Middleborough, Massachusetts, contains a building and 8.60 acres of land more or less and is shown on Middleborough Assessors Map 58H as Lot 3226.

2. Licensee shall have the right to use the property for storage of vehicles, equipment and other personal property in connection with the operation of the Licensee's Department of Public Works.

3. This license is effective for the period from December 1, 2012 through April 30, 2013. The license may be terminated at any time by Owner or Licensee by written notice given to the other party at least ten (10) days prior to the effective date of termination of the license. The license is personal to Licensee and may not be assigned. This license is not a lease or other tenancy agreement.

4. Licensee shall indemnify and hold Owner harmless for any claims for damages arising out of or in connection with Licensee's use of the property hereunder.

5. Licensee shall pay to Owner the sum of One Thousand Dollars ($1,000.00) for each month that this license is in effect as a fee for the license. Licensee shall pay or reimburse Owner for the electric bill for all electric service to the property incurred while the license is in effect, and Licensee shall make such payment or reimbursement within three (3) weeks after Owner gives an electric bill to Licensee.

WITNESS the hands and seals of the undersigned this 17th day of December, 2012.

OWNER:

_____
Marjorie H. Thomas, Trustee of the
Marjorie Thomas Investment Trust

LICENSEE:
By

_____

_____

_____

_____

_____
Middleborough Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

Plymouth, SS:

On this _____ day of December, 2012, before me, the undersigned notary public, personally appeared Marjorie H. Thomas, Trustee as aforesaid, proved to me through satisfactory evidence of identification which was a Commonwealth of Massachusetts Driver's License, to be the person whose name is signed on the attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

_____
Notary Public:

My Commission Expires:

The Official Website of the Massachusetts Gaming Commission

Massachusetts Gaming Commission

Home Contact Us

Potential Region C Gaming License Applications: Tell us what you think?

During its meeting on December 11, 2012, the Massachusetts Gaming Commission discussed approaches to gaming licensing in gaming Region C of the Commonwealth, which includes Bristol, Plymouth, Barnstable, Dukes, and Nantucket Counties. The Commission decided to solicit public comment on a proposal to accept Phase 1 gaming license applications in Region C while issues involving a potential Mashpee Wampanoag gaming facility in the Region C continue to be discussed and potentially resolved. As noted in the below excerpt from the Commissioner's packet, "[t]his approach would involve issuing a Phase 1 RFA [Request for Applications] in Region C without making a final commitment that [the Commission] will ultimately issue a commercial license in that region. This approach will allow the tribal process to proceed without imposition of an arbitrary deadline and will allow [the Commission] to reassess [its] appropriate approach to Region C as the Phase 1 process concludes."

Further information on the proposal can be found at the following links:

(See pages 29-31)

http://www.mass.gov/gaming/docs/meeting-docs/commissioner-packet-12-11-2012.pdf

&

(See pages 7-9)

http://www.mass.gov/gaming/docs/meeting-docs/commissioner-packet-12-04-2012.pdf 1MB

How to provide comment:

The Commission will consider any comments received at its meeting scheduled for 1:00 p.m. on December 18, 2012. In order to ensure that comments are received in time for the meeting, **comments must be received no later than 10:00 a.m. on December 18, 2012**.

Comments should be submitted via email to mgccomments@state.ma.us with "Region C" in the subject line.

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5.b

MEMORANDUM

December 7, 2012

To: Chairman Crosby and Commissioners Cameron, Stebbins & Zuniga

From: Commissioner McHugh

Re: Region C Options

As we discussed on Tuesday, several factors detailed in my memorandum of December 4 warrant our consideration of alternative approaches to casino licensing in Region C. This memorandum briefly outlines three of those options. Others exist but, so far as I can determine, all of the others would amount to refinements of one or more of the three. I am, therefore, outlining the three options without exploring all of the potential refinements. We have agreed to allow a period of public comment before acting and useful refinements will undoubtedly appear in the comments we receive.

One approach would be to do nothing at the moment and wait for some additional period to see whether any developments in the Mashpee Wampanoag's compact and land-in-trust efforts suggest that those efforts will be successful. The difficulties with that approach are myriad and rest on the compounded uncertainties detailed in my earlier memorandum. Unfortunately, the interconnected nature of those uncertainties means that the Tribe's overall likelihood of success cannot be gauged by looking at its likely success in overcoming any single obstacle. A "just wait" approach, therefore, is likely to produce the same discussion we are having now whenever we decide that we have waited long enough for something concrete to happen. In the meantime, Region C will have fallen further behind. In addition, a decision simply to wait may itself have adverse consequences as far as the pending Federal litigation is concerned.

A second course would be to do nothing at the moment and set a deadline, hard or soft, for doing something in the future. A hard deadline would be, for example, a statement by us that unless Event X occurs by date Y, we will accept commercial Phase 1 applications in Region C. A soft deadline would be a statement by us that unless the Tribe is able to demonstrate concretely that it has made substantial progress toward bringing about Event X by date Y, we will issue a commercial Phase 1 RFA. There have been some suggestions that the statute does not allow us to issue deadlines of that nature, hard or soft, but those suggestions proceed on the erroneous premise that § 91 of the expanded gaming legislation prohibits issuance of a commercial license until the Commission "determines" that no tribe will "have land taken into trust by the United States Secretary of the Interior." Under the statute, that determination <u>requires</u> that the Commission issue a commercial RFA in Region C. Nothing in the statute prohibits it from doing so any time it chooses.

Nevertheless, there are several difficulties with now setting a deadline, hard or soft. Putting to one side the inherent arbitrariness of deadlines, it is very hard to know how long it is likely to take to resolve any of the various obstacles and, as a consequence, to

decide on how long the deadline should be. It is at least equally difficult to determine what Event X should be. Successful negotiation of a new compact, approval of the new compact by the Legislature (there now is no statutory deadline for that), the Secretary's approval of a new compact, some concrete progress on the land-in-trust issue and actual acceptance of the land into trust all are candidates for Event X. And even if we selected one of those candidates, predictions of overall success may be very difficult without a Carcieri fix.

A third course, as we discussed last week, would be to proceed on two tracks simultaneously. This approach would involve issuing a Phase 1 RFA in Region C without making a final commitment that we will ultimately issue a commercial license in that region. This approach will allow the tribal process to proceed without imposition of an arbitrary deadline and will allow us to reassess our appropriate approach to Region C as the Phase 1 process concludes. It is likely that the compact process will have been resolved one way or the other by the end of a Region C Phase 1 process. Moreover, we will have by that time a much better idea than we have now as to whether a land-in-trust allocation and/or a Carcieri fix is likely.

It may be that opening a Phase 1 process in Region C without simultaneously guaranteeing issuance of a commercial license in the region will deter some applications we would otherwise receive. While possible, that result seems unlikely. The decision whether to file a Phase 1 application in any region is an economic decision a developer makes after an assessment of the risks and rewards attending the cost of the application process. An obvious risk is that even successful completion of Phase 1 will not result in a license. But that risk affects all applicants in all regions because the Commission is not required to issue any license in any region. Moreover, in regions where there is competition for a license, it is clear that even if the Commission does issue a license, some applicants will not receive one. The risks attending a parallel process in Region C, therefore, have somewhat different ingredients from the risks in other regions but are not so different as to change the fundamental nature of the risk assessment.

If the Commission decides to create a parallel Phase 1, fairness would require it to give Region C applicants the same amount of time applicants in other regions had to prepare and submit their Phase 1 applications. The Commission opened the Phase 1 application period for Regions A and B on October 15, 2012, and will close it on January 15, 2013. A similar ninety-day period would be appropriate for Region C. A separate application period of that length might put Region C slightly behind the other two regions if a commercial license were issued but, depending on the number of applications and the complexity of the investigations the applications required, that is not a necessary outcome. In any event, allowing a 90-day period is fair and at most would leave Region C only slightly behind the other two.

In the end, it is clear from §91 (e) of the expanded gaming legislation that the Legislature did not intend to leave Region C far behind the other two regions in realizing the economic benefits the Legislature believed expanded gaming would bring. The Tribe and its partner, the City of Taunton, have invested substantial time and energy in pursuing the Federal process and are still engaged in that pursuit. They surely should have a

reasonable time to see if they can bring their efforts to a successful conclusion. Proceeding on a parallel track for at least Phase 1 will allow them to do so and, at the same time, will ensure that, whatever the result of their efforts, Region C will not be left behind as the licensing process moves forward.

Jacqueline Shanley

From: Jane Kudcey <JaneKudcey@verizon.net>
Sent: Thursday, December 13, 2012 5:39 PM
To: Jacqueline Shanley
Cc: Charles Cristello
Subject: Extension Form
Attachments: extension request until 3-31-2013.pdf

Hi Jackie,

Please see the attached extension request form to be signed by Al. I am requesting an extension until March 31, 2013. I am finishing up on my final project and want to have enough time to ensure that my final contractor invoices are received and paid. Also, I have a small amount of funds remaining that I want to have available for heater emergencies during the winter months. Let me know if you have any questions,

Thanks,

Jane

Jane Kudcey
Program/Accounting Manager
Middleborough Office of Economic and Community Development
20 Centre St., 3rd Floor
Middleborough, MA 02346
Ph (508) 946-2402
Fax (508) 946-2413
janekudcey@verizon.net

EXTENSION REQUEST PAGE

CDF I-G-2010-Middleborough-00630

Request Extension Date 3/31/2013

Justification

The Office of Economic and Community Development (OECD) is requesting an extension of the FY2010 grant end date from 12/31/2012 to 3/31/2013. The OECD had previously requested the use of $32,000 of Program Income to complete its final Housing Rehabilitation Project, which is currently underway and is expected to be complete at the end of December. It is projected that a balance of $4,500 in Program Income will remain after this project is complete. The OECD is requesting an extension so that the grant may remain open to ensure enough time to process any final outstanding invoices and to allow access to the remaining Program Income funds to address any emergency heater repairs during the winter months. This office has assisted many residents in the past with heater repairs and has collaborated on several occasions with the South Shore Community Action Council on repairs.

☑ I certify under the terms and conditions of the contract with DHCD, that the Chief Elected Official has approved this contract modification. A signed copy of the form will be retained in our files and available upon request.

12/13/2012

Massachusetts Community Development Block Grant Program

Budget and Program Revision Form

Community/Grantee: Town of Middleborough	**Original Award:** $911,590.00
Program Name/Year: **Grant #:** CDF I-G-2010-Middleborough-00630	**Revision #:** P-number (program revision) B-number (budget revision) E-number (extensions)
Contract End Date: 12/31/2012	**Date Revision Submitted:** 12/11/2012

This request is for the following change(s). Grantee check all "Requested" that apply; DHCD will initial those that are approved in the approved column

Grantee Requested	An X in the left column indicates the item is included by the Grantee, an X in the right hand column indicates DHCD approval of the item when the form is signed.	**DHCD Approved**
	Budget Amendment to increase the grant award to _____	
	Budget Revision for: • Change in administrative dollars	
	• Transfer of funds from construction to non-construction or vice versa	
	• Cumulative transfers among separately budgeted activities which exceed or are expected to exceed 10% of the approved grant award if the grant award exceeds $100,000	
X	**Program Extension (to increase period of availability of funds/period of performance) to** 3/31/2013	
	• This extension will extend period of performance beyond the end of the term of the current grant agreement	
	Program Revision for: • Revision in scope or effectiveness of a project/program design or significant change in the accomplishment of the national objective or beneficiaries to be served.	
	• Changes in key personnel	
	• For non-construction projects, contracting out or subgranting or otherwise obtaining services of a third party to perform activities which are central to the purposes of the award if not specified in the application or grant award	
	• Other, specify	

This request is submitted and all relevant information specified on page 4 is provided in attachments. I understand that tl revision or extension requested is not approved unless and until this form is countersigned as "approved" or "approved with revisions" by the Associate Director and returned to me.

Authorized Signature for Grantee:	**Date / / Print Name & Title:**
Program Rep. initial and date:	**Program manager signature and date:**
This request # _____ is **_____ approved with the modifications shown on the following pages numbered** _____ .	**_____ approved as requested** **_____ denied**
_____ **Authorized signature for Mass. CDBG**	Sandra L. Hawes, Associate Director, DCS **Print name, title, and date**