

NEW BUSINESS

12-21-15

Change Order

OWNER [x]
 ARCHITECT []
 CONTRACTOR []
 FIELD []
 OTHER []

PROJECT: **Pearl Street Parking Lot
 Middleborough, MA**

CHANGE ORDER: **01**

INITIATION DATE: **12.1.2015**

CONTRACT FOR: **General Contract**

TO CONTRACTOR:

**Pawtucket Hot Mix Asphalt Inc.
 25 Concord Street
 Pawtucket, RI 02860**

ENGINEER'S PROJECT
 NO: **Y13354.22**

CONTRACT DATE: **11.16.2015**

The Contract is changed as follows:

Item#	New PCO's		
PCO # 001	Add: Additional drainage structure adjustment	\$	500.00
PCO # 002	Add: Additional pavement along Oak Street driveway	\$	3,314.00
PCO # 003	Deduct: 6 foot vinyl privacy fence	\$	9,800.00
PCO # 004	Add: Arborvitaes along Pearl Street driveway	\$	9,600.00

Total Change Order 01 \$ **3,614.00**

The original Contract Sum was	\$	160,821.80
Net change by previously authorized Change Orders.....	\$	-
The Contract Sum prior to this Change Order was.....	\$	160,821.80
The Contract Sum will be <i>increased</i> by this Change Order in the amount of.....	\$	3,614.00
The Contract Sum including this Change Order is.....	\$	164,435.80
The Contract Time will be unchanged		TBD
The Date of Substantial Completion as of the date of this Change Order therefore is		TBD

ENGINEER	CONTRACTOR	OWNER
McMahon Associates 300 Myles Standish Boulevard, Suite 201 Taunton, MA 02780	Pawtucket Hot Mix Asphalt Inc. 25 Concord Street Pawtucket, RI 02860	Town of Middleborough 10 Nickerson Avenue Middleborough, MA 02346

BY: 

BY: _____

BY: _____

DATE: 12/11/2015

DATE: _____

BOARD OF SELECTMAN

DATE:

COMMONWEALTH OF MASSACHUSETTS
TOWN OF MIDDLEBOROUGH
BOARD OF SELECTMEN (BOARD OF HEALTH)

NOTICE OF BETTERMENT AGREEMENT December 16, _____, 2015.
NOTICE OF BETTERMENT

TO THE REGISTER OF DEEDS OF PLYMOUTH COUNTY

NOTICE is hereby given that the Board of Selectmen of the Town of Middleborough acting as a Board of Health pursuant to General Laws, Chapter 111, Section 127B 1/2 entered into a Betterment Agreement

Dated May 18, 2015 with John & Anna Ferguson
(insert date) (insert name(s) of property owner(s))

with respect to real estate located at 6 Bloomfield Avenue
(insert address of property)

in Middleboro, Massachusetts and described in a deed recorded in the Plymouth County

Registry of Deeds in Book 5875, Page 201
(insert book and page)

or filed as Document Number _____ with the Plymouth
(insert document number of deed)

District of the Land Court. The purpose of the Betterment Agreement is to authorize and enable the aforesaid property owner(s) to cause the said property to be serviced properly

by a septic system funded by financial assistance from the Town of Middleborough in the sum of up to and not exceeding

Fourteen Thousand Three Hundred Fifty One & .50/100 Dollars (\$ 14,351.50).
(insert amount in writing) (insert amount in numbers)

The aforesaid property owner(s) shall be responsible to pay the Town of Middleborough for all funds advanced to the owner(s) pursuant to the Betterment Agreement together with interest.

The Betterment Agreement and this Notice shall be subject to the provisions of Chapter 80 of the General Laws relative to the apportionment, division, reassessment and collection of Assessment, abatement and collections of assessments and to interest. The lien for betterment under Chapter 80, the Betterment Agreement and this Notice of Betterment Agreement shall take effect by operation of law on the day immediately following the due date of such assessment or apportioned part of such assessment.

This Notice of Betterment Agreement shall be a betterment under Chapter 80.

Allin Frawley, Chairman

Leilani Dalpe, Vice Chairman

John M. Knowlton

Diane C. Stewart

Stephen J. McKinnon

Board of Selectmen
Town of Middleborough

**Commonwealth of Massachusetts
County of Plymouth**

**On This _____ day of _____ 20_____ before me the
undersigned Notary Public, personally appeared _____, proved
to me through satisfactory evidence of identification which was _____
to be the person whose name is signed on the preceding or attached document, and
acknowledged to me that he/she signed it voluntarily for its stated purpose(s).**

**Signature of Notary
Jacqueline M. Shanley**

**(Seal)
My commission expires:**



Town of Middleborough
Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE
(PLEASE TYPE OR PRINT CLEARLY)

DATE 12/15/15
NAME OF APPLICANT William Fuller *awaiting service of N.F.*
ADDRESS OF APPLICANT 13 WEST END AVE
ASSESSORS MAP & LOT 498/5595
DAYTIME TELEPHONE 508 923 4744

NAME OF BUSINESS Alley Theatre
OWNER OF PROPERTY TO BE LICENSED HOWARD INV. TRUST
ADDRESS OF PROPERTY TO BE LICENSED 133 CENTER ST.
ASSESSORS MAP & LOT 509/5389

TYPE OF LICENSE REQUESTED (Check One)

- 2nd Hand Furniture _____
- Class I License _____
- Class III License _____
- Common Victualler _____
- Entertainment _____
- 2nd Hand Clothing _____
- Class II License _____
- Liquor License Beer Wine
- Automatic Amusement _____
- Other _____

Anticipated Start Date for Business December 31, 2015 *Comedy Show*
Hours requested: 6pm - 10pm

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

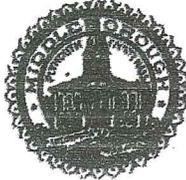
Signature [Handwritten Signature]

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? _____



Town of Middleborough

Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE
(PLEASE TYPE OR PRINT CLEARLY)

DATE _____
NAME OF APPLICANT William Fulker *PROTECTING SERVICE of N.F.*
ADDRESS OF APPLICANT 13 WEST END AVE
ASSESSORS MAP & LOT 490 / 5595
DAYTIME TELEPHONE 508 923 4744

NAME OF BUSINESS Alley Theatre
OWNER OF PROPERTY TO BE LICENSED HOWARD INV. TRUST
ADDRESS OF PROPERTY TO BE LICENSED 133 CENTER ST.
ASSESSORS MAP & LOT 50P / 5389

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand Furniture _____ 2nd Hand Clothing _____
Class I License _____ Class II License _____ *BEER, WINE*
Class III License _____ Liquor License *ALL RIGHTS*
Common Victualler _____ Automatic Amusement _____
Entertainment _____ Other _____

Anticipated Start Date for Business JANUARY 8th 2016 15-DAY PARTY
Hours requested: 6pm - 10pm

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

Signature [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? _____

Jacqueline Shanley

From: Judy MacDonald
Sent: Wednesday, December 16, 2015 5:07 PM
To: Jacqueline Shanley
Cc: Robert G. Nunes
Subject: Note Sale Bleachers

Please put on the agenda for Monday, December 21, 2015, Selectmen vote to accept the bid on the Bleachers at Battis Field and sign the notes.

Judy M Mac Donald, CMMC, CMMT

Treasurer/Collector
Town of Middleborough
20 Centre Street 3rd Floor
Middleborough, MA 02346
(PH) 508-946-2421
Fax 508-947-5447
jmcdnld@middleborough.com



JUDY M. MACDONALD
TREASURER AND COLLECTOR

Town of Middleborough
Office of the Treasurer and Collector
20 Centre Street, 3rd Floor
Middleborough, MA 02346-2270
email: jmcndld@middleborough.com

TELEPHONE
(508) 946-2420
(508) 946-2421

FAX
(508) 947-5447

Date: December 17, 2015
To: Board of Selectmen
From: Judy M. MacDonald, Treasurer/Collector *J.M.*
Borrowing: \$410,000 Battis Field Bleachers
Dated: December 31, 2015
Due: October 7, 2016 Interest at maturity

Results of telephone bids, Thursday, December 17, 2015

<u>Bank</u>	<u>Bid Amount</u>	<u>Interest</u>
Eastern Bank	\$410,000	.75%
Unibank for Savings	\$410,000	.85%
Century Bank	\$410,000	.90%

Bid awarded, subject to Selectmen's approval to:

Eastern Bank	\$410,000.	.75%
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Estimated Interest \$ 2,357.49

Jacqueline Shanley

From: Jane Kudcey
Sent: Monday, December 14, 2015 8:14 PM
To: Jacqueline Shanley
Cc: Robert G. Nunes
Subject: FW: Unanticipated Amendment Request
Attachments: PI Housing Rehab Amendment Req 12-14-2015.pdf

Hi Jackie,

Please put on next week's agenda:

The OECD has received \$10,000 from a housing rehab loan. The OECD is asking the Board to approve an amendment to the FY2010 Community Development Block Grant to use the funds to continue the Emergency Housing Rehab. program and to authorize the Chair to sign the attached amendment.

Thanks,

Jane

From: Jane Kudcey
Sent: Monday, December 14, 2015 3:26 PM
To: Jacqueline Shanley; Robert G. Nunes
Subject: Unanticipated Amendment Request

Hi Jackie,

I received a check on Friday for \$10,000 to pay off a rehab loan, so I am making an amendment request to use those funds to continue with the Housing Rehab Program.

Sorry for the incredibly short notice, I'll be there at 7:00

Jane

Massachusetts Community Development Block Grant Program

Budget and Program Revision Form

Community/Grantee: Town of Middleborough	Original Award: \$911,590.00
Program Name/Year:	Revision #: P-number (program revision) B-number (budget revision) E-number (extensions)
Grant #: CDF I-G-2010-Middleborough-00630	
Contract End Date: 12/31/2015	Date Revision Submitted: 12/14/2015

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
X	Budget Amendment to increase the grant award to \$1,024,520.00	
	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	
	Program Extension (to increase period of availability of funds/period of performance) to	
	• 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 the 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 as requested	_____ approved with the modifications shown on the _____ denied
_____ following pages numbered _____	

_____ Authorized signature for Mass. CDBG	Sandra L. Hawes, Associate Director, DCS _____ Print name, title, and date
--	--

MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET
MIDDLEBOROUGH, MA 02346

(508) 947-1212

Fax (508) 947-1009



Joseph M. Perkins
Chief of Police

December 14, 2015

Board of Selectmen
Middleborough Town Hall
Nickerson Ave.
Middleborough, MA 02346

RE: Police Officer - Conditional Offers of Employment

Honorable Board:

The following four candidates from the civil service list have passed extensive background checks and completed the personal interview process. I'm requesting that conditional offers of employment be made to each that I may continue the pre-employment process.

Jeffrey J. Irr
Stephen A. Robbins
Wheldon F. Nelson
Ryan S. Whiteside

If conditional offers of employment are extended to the candidates they will have to pass medical and psychological exams in addition to physical ability tests.

Thank you for your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read "Peter Andrade". The signature is written in a cursive style.

Peter Andrade
Lieutenant

2016 AUTOMATIC AMUSEMENT DEVICE LICENSES

ISSUED TO	Map/Lot	ADDRESS	DEVICES	FEE	PAID
Prima Lukose, LLC-Store 40	58J, L3541	2 West Grove Street	2 Juke Boxes	\$100.00	

TOWN OF MIDDLEBOROUGH

POLICY FOR THE USE OF TOWN FACILITIES AND GROUNDS

The use of all grounds and facilities including the Town Hall, Town Hall Annex, Green School, and Oliver Estate's House and Grounds by the public shall be permitted and encouraged when such uses do not interfere with Town business or violate other provisions of Town policy, by-laws or state and federal laws. The parties using Town facilities shall be responsible for the conduct of the people whom they admit, and for any infraction of the rules and regulations and shall pay the cost of any damage caused by them or their patrons during the period of their use of the building , equipment or grounds.

Approval and scheduling shall be done by the Middleborough Town Manager.

Exceptions to rental fees are provided on page 5.

Exceptions to insurance is provided on page 10.

Waiver of any fees will be at the sole discretion of the Middleborough Town Manager.

Rental fee payment is due at the time of application. The custodian/security person must be paid by check or money order at the beginning of any event, unless payment in full has been made in advance. The renting group or individual will tender payment to the employee on duty. Checks are to be made payable to the Town of Middleborough for the amount due, taking into consideration the established hourly rate of the custodian/security person. A receipt will be given for payment. The payment will then be given to the Assistant to the Town Manager for deposit to the appropriate account(s). The employee/security person will be paid by the Town for services rendered.

RULES AND REGULATIONS FOR THE USE OF BUILDING AND GROUNDS

Users of the facilities and grounds must observe the following rules and regulations:

1. The individual/organization listed on the application will be held liable for any damage occurring to the building, grounds, equipment or other contents during the period covered by the application and event. Repairs and/or replacement will be made and costs assessed for said damage/replacement. Any repair/replacement bill remaining unpaid for more than thirty (30) days, after demand in writing has been made and sent by first class mail to the individual/organization listed on the application, will be assessed any additional charges as allowed by Town By-Law or state law. Cost of collection, including legal fees will be the responsibility of the individual/organization.
2. Adequate adult supervision must be provided at all times.
3. An applicant for the Grand Ball Room at Town Hall and/or Oliver Estate House and Grounds must submit a \$500 refundable check, made payable to the Town of Middleborough, at the time of application. This sum will be refunded if the area is left clean and undamaged.
4. The use of the building is confined to the area or facility stipulated in the application. **All other areas of the building or grounds are strictly out of bounds.**
5. **The Town of Middleborough is relieved of any liability.** All groups must sign and return to the Town Manager's office an Indemnity Agreement or Insurance Policy as applicable, **see page 10 for exceptions.**
6. Access to the building will not be granted unless a custodian/security person is present. The custodian/security person must remain on duty during the entire period covered by the application. **The custodial/security fee exception is on page 5.** If the custodian/security person has been signed off and additional cleaning is required by the custodial staff the group/individual renting the facility will be charged for this cleaning.
7. There shall be **NO SMOKING INSIDE THE BUILDING.** Smoking is allowed outside and tobacco products must be properly extinguished and deposited in receptacles provided.
8. Serving of alcohol will be allowed in the grand ballroom at Town Hall **as well as the Oliver House estate** at the sole discretion of the Board of Selectmen and with the appropriate license approval, insurance requirements and signed indemnification agreement. It must be under the supervision of and dispensing by a bonded bar-tending service. Applications must be submitted jointly by the organization and bar-tending service.
9. Any organization or individual desiring to serve alcoholic beverages must first obtain the appropriate license and prior approval by vote of the Board of Selectmen. The licensee shall provide proof of a policy of liability insurance to cover liability claims, including liquor liability claims. The Town of Middleborough will be named as an additional insured. Coverage will be provided by and at the expense of the licensee and in the amount(s) as required under the Insurance Requirements section of the application.
10. In addition to liquor liability insurance, any organization or individual desiring to serve alcoholic beverages is required to provide a liquor licensing fee of **either \$30 or \$50 (see page 6) and an additional charge of \$100.00** will be assessed to offset the additional insurance cost to the Town. The group/individual will also be required to provide, at their own expense, a paid police detail. **For in-Town nonprofits, the paid Police Officer detail requirement is at the discretion of the Town Manager.** The number of officers required will be at the sole discretion of the Police Chief.

Custodians/security personnel have been advised not to allow dispensing of alcohol until and unless the police officer is in attendance.

11. The group or individual renting the facility is responsible for securing and paying any police, outside security or other EMT services required.
12. Conservation of heat, lights, and water must be a priority.
13. The renter shall not cause or allowed to be caused any attachments of any kind to the walls, floors ceilings, chandeliers or any other part of Town facilities. Any request for attachments must be submitted with the application and have prior approval from the **Town Manager**.
14. Use of other equipment:

PIANO IN GRAND BALLROOM

- a. **The piano may not be moved under any circumstances. Any organization violating this provision will be billed for any required moving or re-tuning resulting from the movement.**
- b. When not in use, the cover is to be left on the piano and bench.
- c. No renter shall place or cause to be placed any light, lamp or other illuminating device on the piano unless protective material is placed under the illumination so as not to mar the finish.
- d. Whether or not the cover is on the piano and/or bench, **NO** food, drinks, radios or other items are to be put on the piano and bench.

PUBLIC ADDRESS SYSTEM

The Town will allow the public address system and podium to be used should the group/individual require it.

ELEVATOR FOR BALLROOM:

The elevator is provided for handicapped access to all floors. Weight limitations must be adhered to when transporting equipment or additional furnishings to the grand ballroom. You must plan accordingly and make your own arrangements for bringing items to the second floor.

OTHER EQUIPMENT:

Prior approval from the **Town Manager** must be obtained before any other equipment or furnishings are brought into the building. These items must be listed on the application. You must also provide protective coverings on the bottom of any such equipment so as to prevent serious damage to floors. The custodian/security person should be consulted if you have a question.

13. Use of Grounds: Because of the underground sprinkler system at Town Hall, vehicles are not allowed on the lawn area. In-ground stakes are also prohibited.
14. Materials considered by the **Town Manager** to be a safety or fire hazard will not be permitted.
15. Candles and other open flames are prohibited **inside the facilities. Fog machines are also banned from the Grand Ballroom.** Use of sterno burners in conjunction with food service is allowed.
16. Parking of vehicles is the responsibility of the renting organization/individual, and must be handled so that driveways are not obstructed for use of other vehicles or fire department apparatus. Driveways must be kept clear at all times. Illegally parked cars will be towed at vehicle owner's expense.

17. Adhere strictly to the time limits on your application. A stay of even five minutes extra may cost the sponsoring organization/individual additional fees.
18. The sponsoring organization/individual must present a copy of the approved "Town Hall Application & Utilization Agreement" form to the custodian/security person on duty. Custodians/security persons have been instructed not to allow anyone in the building without the appropriate signed form.
19. The custodian/security personnel will report any damage of building, grounds or equipment to the Town Manager who will then make a report to the Board of Selectmen.
20. Please be considerate of the neighbors. Any complaints received will be kept on file and may adversely affect future requests by any individual/organization.
21. Leave the grounds and building in the same condition you found them.
22. Cancellations must be made by notifying the **Town Manager's Office or by telephone (508) 947-0928** two weeks prior to the planned event or activity. A refund will be given for unused deposits, rental fee and any pre-paid custodial/security personnel costs paid. However, if the funds have been turned over to the Town Accountant for deposit to the Town accounts you may have to wait until a Town Meeting for return of your money.
23. Insurance requirements and amounts will be at the sole discretion of the Town Manager and in accordance with the Insurance Requirements section of the application on **page 10**.
24. Any additional conditions set by the Town Manager with the application approval must be strictly adhered to as well as these rules and regulations.
25. Any violations of these rules and regulations, additional conditions as stated by the Town Manager, Town policy, by-law, state or federal law will result in the function being shut down immediately. Any deposits or fees already paid will be forfeited and any fees due will be assessed and the loss of future privileges will result.

Approved by the **Middleborough Town Manager** on _____.

RENTAL FEES FOR USE OF TOWN FACILITIES & GROUNDS

Due to the costs of and the need to maintain the facility rental fees will be charged in accordance with the fee schedule adopted from time to time by the Town Manager. The following definitions apply in determining fees:

Rental Exception #1. Governmental departments, boards, committees, or commissions do not pay for the use of the building. However, they are required to fill out an application for use in the case of a special event/activity to assure dates requested are available. Applications by Middleborough Governmental boards, committees or commissions for regularly scheduled meetings are not required.

Rental Exception #2. Any civic organization, individual, business, or group of individuals who are utilizing the building/grounds for fund raising or the direct benefit of the Town, and the activity is setup and run by a Town department, or committee does not pay rental fees for the use of the building/grounds. However, use of Town buildings/grounds without fees by any fund-raising, charitable, or non-profit organizations with events or meetings not expressly setup and run by a Town department, or committee violates the Massachusetts Constitution.

Security Exception #1. In the event a board, committee or commission has a scheduled evening meeting the security fee is waived if an event/activity is of a meeting-type purpose and the chairman of such board, committee or commission has accepted responsibility for securing the building. However, the building must be vacated at the conclusion of the board, committee or commission meeting. Please note: Theatrical rehearsals are not considered meeting-type purposes and fees will be charged accordingly, see next page.

Security Exception #2. The only other exception to the payment of security personnel fees is if such personnel are on duty as part of their normal work schedule or offices are open during normal working hours. However, custodial or cleaning services will be at the expense of the individual/organization renting the facility if required.

All other organizations, individuals, groups or businesses will be required to pay the rental and custodial/security fees as established by the Middleborough Board of Selectmen.

Any donation to the building fund would not be unwelcome.

Applications are still required even if rental fees are waived.

**A paid police officer detail is required for any outside school-related event involving non-Middleboro residents.

**Voted 10/6/03

***Revised 3/15/10

RENTAL FEE SCHEDULE (Draft 12/15/2015)

<u>Meetings & Gatherings:</u>	<u>Residents</u>	<u>Non-Residents</u>
Grand Ballroom, Oliver Estate House, and/or Oliver Estate Grounds	\$100.00 per 8 hour period.	\$350 per 8 hour period.
Non-Profit Organizations wishing to use the Grand Ballroom	\$100.00 (Prior \$150) per 8 hour period.	\$200.00 per 8 hour period.
*First floor meeting, conference room	\$20.00 per 8 hour period	\$40.00 per 8 hour period
**Town Hall grounds	\$5.00 per 8 hour period	\$20.00 per 8 hour period

*Outside activities must request access to inside bathrooms from the Town Manager. In addition, the use of the sanitary facilities, custodial/security personnel and associated fees will be required. If a designated volunteer has been approved the custodial/security fees may be waived if requested. However, cleaning of the bathrooms will be the responsibility of the renter organization/individual and a voluntary donation by the organization or individual would be appreciated to defray the cost of bathroom supplies. If additional custodial service is required even after your cleaning you will be billed.

**Voted by Board of Selectmen on 12/7/15

Theatrical productions:

Rehearsals (Grand Ballroom)	\$150 (Tech week & performance)
Additional rehearsal schedules	\$25.00 per 8 hour period.

CUSTODIAL/SECURITY FEE SCHEDULE

Personnel Costs	One and one-half the current hourly rate of pay of the head custodian: Fy16 \$30 and FY17 \$31. Plus 10% for administrative costs, with a minimum of 3 hours.
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OTHER FEE REQUIREMENTS

One-day "All Alcoholic" beverage license	\$50.00 to be paid @ Town Clerk's Office upon picking up approved license.
One-day "Beer & Wine" beverage license	\$30.00 (cannot be waived)
Offset additional insurance cost for serving	\$100.00 must be submitted with application of alcohol (cannot be waived)
Refundable Security Deposit	\$500.00 must be submitted with Grand Ballroom as well as the Oliver Estate House and Grounds applications and will be refunded in accordance with the rules and regulations.

*Permits are required if a catering service is being used. Please check with the Health Department, 20 Centre Street, 2nd Floor.

APPLICATION AND UTILIZATION AGREEMENT
TOWN FACILITIES AND GROUNDS
MIDDLEBOROUGH, MASSACHUSETTS
PLEASE SUBMIT PAYMENT WITH APPLICATION

DATE OF APPLICATION _____
ORGANIZATION/INDIVIDUAL _____
ADDRESS _____
CITY, STATE, ZIP _____ TEL# _____
BARTENDING SERVICE CO-APPLICANT _____
OWNER NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TEL.# _____

DATE(S) OF EVENT _____ APPROXIMATE NUMBER OF PARTICIPANTS _____
(ATTACH SEPARATE SHEET IF NECESSARY)

TIME OF DAY(S) REQUIRED _____ TO _____
Be sure to include any set-up or dismantling day(s)/time requirements.

BRIEFLY DESCRIBE TYPE OF ACTIVITY _____

ASSIGNED SPACE (PLEASE CHECK ALL THAT APPLY) TOWN HALL ANNEX MEETING ROOM
 TOWN HALL MEETING ROOM GRAND BALLROOM* TOWN HALL GROUNDS
 GREEN SCHOOL OLIVER ESTATE HOUSE OLIVER ESTATE FRONT LAWN
 OLIVER ESTATE FORMAL GARDENS OLIVER ESTATE CONSERVATION OPEN SPACE**

If using grounds, will building access be required for sanitary facilities? _____

*Note – There is no air conditioning available in the Grand Ballroom and Oliver Estate

**Note - Oliver Estate Conservation Open Space is not currently available

Are you requesting a one-day alcoholic beverage license? _____ . Licensing fee of \$ _____ plus \$100.00
required at time of application. This will be refunded if license denied prior to event or activity.

Food will be served _____ Name of Caterer _____ Telephone # _____
***If food is to be served, please contact the Health Department for the appropriate permits.**

We expect to bring in the following additional equipment/furnishings _____

Any required insurance policy/indemnification agreement must be attached to application.

Rental Deposit (for Grand Ballroom, Oliver Estate House, and Oliver Estate Grounds) \$500.00
Check # _____ (must be tendered with application and will be returned within two-weeks if no damage to
building, grounds or equipment has been reported).

Rental Cost _____ One-day alcoholic beverage license fee _____ Personnel Cost _____ Total
Cost _____

Name of Designated Town Official volunteering to perform security service _____

Signature of Volunteer _____

Application Approved by Town Manager (date) _____ Fees Waived _____ Fees Due _____

I/we _____ hereby acknowledge return of our \$500.00 refundable payment.

**APPLICATION AND UTILIZATION AGREEMENT
TOWN FACILITIES AND GROUNDS**

In connection with my/our planned use of the Town Hall and/or grounds, I/we hereby agree to the following:

I/we agree to abide by all conditions as set forth in this application and the rules and regulations as established by the Board of Selectmen.

I/we agree that no activities unrelated to this purpose will be conducted on the premises.

The undersigned organization or party applying for the use of Town of Middleborough facilities and/or grounds, in consideration of the use of Town facilities and/or grounds, hereby agrees to indemnify and hold harmless the Town of Middleborough and its officers, employees and agents from any claims asserted by any person for damages for personal injuries including loss of life and/or for loss of property and arising from or related to an event or incident occurring on or about the Town facilities and/or grounds in use by the undersigned during the time of such use.

I/we agree to assume total responsibility for assuring that:

- a. the participants at the meeting/event will conduct themselves in a safe and orderly fashion;
- b. no dangerous or unlawful activities will take place on the premises or grounds;
- c. no Town or other property will be removed from the building or grounds;
- d. participants will confine themselves to the specified areas of the building and grounds designated for the event;
- e. participants will leave the building and grounds in a clean and orderly condition;
- f. the participants will promptly leave the premises at the time scheduled for their departure.
- g. participants will abide by all rules and regulations as established by the Board of Selectmen

I/we agree to refrain from placing signs or decorations anywhere on the premises except as specified below. And if allowed will not place or cause to be placed in contradiction to the rules and regulations.

I/we understand that Town employees and/or designated volunteers in attendance at the scheduled event/meeting, except as specified below, are there for the sole purpose of providing participants with access to the portion of the building and grounds that have been set aside for their use. If payment for custodial services has been made, please note here.

I/we agree to abide by all requests of Town employees and designated volunteers who are present at the event pertaining to the use of the building and grounds.

I/we hereby certify that no alcoholic beverages of any type will be consumed at the event/activity, unless authorized and appropriate licensing has been obtained in advance and as established by the rules and regulations.

I/we agree to provide a security deposit (if applicable) in the amount of \$500.00 refundable to me/us within two weeks after the event if, in the sole judgement of the Town Manager, I/we have fully complied with the terms of this Agreement and the Rules and Regulations.

I/we require/request use of the following: Chair set up _____ PA system/Podium set up _____ Piano _____

I/we agree to the following additional conditions:

APPLICATION AND UTILIZATION AGREEMENT
TOWN FACILITIES AND GROUNDS

By signing below I/we acknowledge receipt of a copy of the rules and regulations and agree to abide by them and any other conditions established in this application.

Authorized Signature of Organization

Name—Please Print

Individual Signature

Name—Please Print

Signature of Owner – Co-Applicant (Bartending Service)

Business Name—Please Print

Original to be kept with security bond/deposit in the **Town Manager's** office. Two copies given to applicant (one for your records and the other given to the custodian/security personnel in charge of the event/activity.)

**TOWN OF MIDDLEBORO INSURANCE REQUIREMENTS
FOR USE OF TOWN-OWNED FACILITIES AND GROUNDS**

Exception. In-Town non-profit organizations operating for the benefit of the Town may receive an insurance waiver from the Town Manager. *Private functions must submit a copy of their home owner's insurance, comparable renter's insurance, or a one-day insurance certificate. Private businesses are not

Name of Organization: _____

Address: _____

City, State, Zip: _____

Description of Function: _____

Location of Town Facility: _____

Date and Time of Use: _____

A. *Workers Compensation Insurance*

Insurance Company: _____

Policy #: _____

Policy Term: _____

Coverage A	Statutory, Commonwealth of Massachusetts
Coverage B	\$500,000 per insuring agreement

B. *Commercial General Liability Insurance*

Insurance Company: _____

Policy #: _____

Policy Term: _____

Each Occurrence	\$1 Million
Fire Damage (any one fire)	Policy Minimum
Medical Expense	Policy Minimum
Personal Injury & Advertising Injury	\$1 Million
General Aggregate	\$1 Million **
Products/Completed Operations Aggregate	\$1 Million

**applies solely to Town of Middleborough activities

C. *Commercial Automobile Liability:*

Insurance Company: _____

Policy #: _____

Policy Term: _____

Combined Single Limit, Bodily Injury & Property Damage	\$1 Million
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Applicable to: "owned, non-owned & hired automobiles"

D. *Other Insurance Requirements:*

Type of Insurance (i.e. liquor liability, etc) _____

Insurance Company: _____

Policy #: _____

Policy Term: _____

Limits of Liability _____ \$ _____

Additional Conditions:

- a. Except for the Workers' Compensation coverage, the Town of Middleboro is included on all policies as an additional insured.
- b. The Town of Middleborough, Office of the Town Manager, will be provided at least a 30 day advance written notice of cancellation, material change in coverage, or intention not to renew.
- c. The insurance coverage referenced above is provided on the "occurrence" form of coverage.
- d. If an "Acord" form of certificate is used, this document must be attached to the Acord form and referenced as a special policy provision in the Description of operations section of the Acord form.
- e. Terms and conditions contained on any form to which this document is attached will not reduce the coverage or minimize the benefit of this document to the Town of Middleborough.

I, a licensed insurance agent/broker, have the authority to bind the insurance companies listed above to the terms of this agreement.

Date: _____

Signed: _____

Agency: _____

Address: _____

Jacqueline Shanley

From: Selectman Allin Frawley
Sent: Tuesday, December 15, 2015 8:05 AM
To: Jacqueline Shanley
Cc: SelectmenWeb; Robert G. Nunes
Subject: RE: Plymouth 400 Inc.

Good morning Jackie,
Could you put this on the agenda for Monday?
Thanks,
Allin

From: Selectman Leilani Dalpe
Sent: Tuesday, December 15, 2015 12:17:51 AM
To: Selectman Allin Frawley
Cc: SelectmenWeb; Robert G. Nunes
Subject: FW: Plymouth 400 Inc.

Not sure if BOS saw this response and if we voted on it. This is the response from town council regarding Tourism joining with Plymouth 400. Could we discuss at next meeting?

Thanks,

Leilani

From: Robert G. Nunes
Sent: Thursday, November 12, 2015 11:46 AM
To: Caroline R. LaCroix
Cc: Selectman Leilani Dalpe
Subject: FW: Plymouth 400 Inc.

Hi Caroline,

See Dan's comments below.

Please make the necessary changes.

Bob

From: decas.murray.decas@verizon.net [mailto:decas.murray.decas@verizon.net]
Sent: Thursday, November 12, 2015 11:05 AM
To: Robert G. Nunes
Subject: Plymouth 400 Inc.

November 12, 2015

Robert G. Nunes, Town Manager (*via email*)

RE: Organizational Partner Agreement with Plymouth 400, Inc. – Tourism Committee

Bob:

You asked me to review the referenced draft contract. I have the following:

Page 1

- Name of partner needs to be identified and stated. If it is to be the Town of Middleborough Tourism Committee, there could be confusion as to which Tourism Committee is the operative agency since as I understand the matter, the Town has two Tourism Committees. I also understand that the Board of Selectmen is considering a vote to dissolve the Board-appointed Committee. I assume that the Tourism Committee which will be the partner will be the Moderator-appointed Committee and that that Committee will be in existence and operating when it signs the agreement.
- Line 4 – I think “2020” should be “1620”.

Page 2

- 4th Whereas clause, 5th line – “Section I.a” probably should be “Section II.a”.
- Section II.a-i - Guidelines “e” and “f” are vague. Suggest clarification.

Page 3

- Part “II” and Part “III” probably should be designated “III” and “IV” respectively.
- Part II and Part III do not appear to be connected or related to any language in the agreement. Suggest clarification so that the meaning and effect of the parts is clear.

Page 4

- Part II – Suggest changing “relationship” to “agreement” in 2nd line.

General

- The vote of Town Meeting which created the Committee to be appointed by the Moderator did not identify the purposes or powers/role of the Committee. It is not clear whether the activities of the Committee are subject to the approval of the appointing authority. The Moderator probably should authorize the Committee to enter into the agreement if the Committee’s activities are subject to the Moderator’s approval.

Very truly yours,

Daniel F. Murray

Town Counsel

DFM/s

15-103-4

Jacqueline Shanley

From: Robert G. Nunes
Sent: Wednesday, December 16, 2015 9:19 AM
To: Jacqueline Shanley
Subject: FW: Organizational Partners
Attachments: Organizational Partner MOU V5 -Massachusetts.docx

Hi Jackie,

I think this is it.

Bob

From: Selectman Leilani Dalpe
Sent: Saturday, October 31, 2015 1:25 PM
To: Robert G. Nunes; perkinswj@verizon.net
Cc: sherriswindle@verizon.net; SelectmenWeb; gmontapert1@yahoo.com
Subject: FW: Organizational Partners

Hello,

While attending the PCDC's annual meeting, the Middleborough Tourism Committee was asked to partner with Plymouth 400 in an attempt to cross market our resources. There is considerable interest from the UK in our area highlighted by the town's recent acquisition of the Oliver Estate. The Tourism Committee will be discussing this on Wednesday night, but we do not intend to enter into any agreement without your input and permission from the town.

If you could attend our meeting on Wednesday November 5th at 7:00 p.m., I will have the item put on the agenda early. If you cannot make it to the meeting, please contact me to discuss.

Thank you,

Leilani

Leilani Dalpe
Tourism Committee, chairman
Town of Middleborough
508-923-1009
508-221-6282

From: Cheryl Soares <casoares@plymouth400inc.org>
Sent: Friday, October 30, 2015 2:52 PM
To: Selectman Leilani Dalpe
Subject: Organizational Partners

It was so nice meeting you today! As discussed I am passing along our Organizational Partner Agreement which is basically an agreement for reciprocal marketing and public relations programs. Please let me know if you have any questions.

Perhaps after Thanksgiving we can come and visit you and tour some of the places that we spoke about today.

Thank you,
Cheryl

Cheryl Soares
Program Manager
134 Court Street
Plymouth, MA 02360
(508)812-2020 ext.112
www.plymouthma400.org
[Website](#) | [Twitter](#) | [Facebook](#) | [Instagram](#) | [LinkedIn](#)



PLYMOUTH 400™

1620-2020

An American Story - A National Legacy



PLYMOUTH 400™
ORGANIZATIONAL
PARTNER

ORGANIZATIONAL PARTNER PROGRAM AGREEMENT

Massachusetts Founding Partner 2015

On this day _____ of _____, 2015 we are pleased to establish an agreement

in which _____ will become an *Organizational Founding Partner* of

Plymouth 400, Inc., the organization planning the events and programs commemorating 400th

anniversary of the Mayflower voyage and the founding of Plymouth Colony in 2020.

Whereas the Plymouth 400th Anniversary will highlight the cultural contributions and American traditions that began with the interaction of the Wampanoag and English peoples, a story that significantly shaped the building of America.

Whereas the term of this Agreement will begin on the date of signing of this document and will continue through November 2021.

Whereas both parties agree to work both independently and collaboratively to honor this historic commemoration with events taking place between 2015 and 2021 in Massachusetts, the United States, the United Kingdom, and other historic locations.

Whereas the *Organizational Partner* agrees; to work in support of the Plymouth 400 Anniversary to a) Drive Awareness of Official Plymouth 400 Commemoration Events, Programs, and Engagement Opportunities; b) Drive Engagement in Official Commemoration Events & Programs; and c) (*Optional*) Create & Host programs locally and/or statewide that follow the below Events & Programs guidelines outlined in Section I.a.

I) Designation:

- a. Organization is from this day forward designated as a Plymouth 400 Statewide Massachusetts Partner and is licensed to use the designated Plymouth 400 Massachusetts Partner logo.

If applicable, partner will designate Plymouth 400 a member of the organization and provide Plymouth 400 with a complimentary membership through November 2021.

II) Events & Programs:

- a. To plan and/or host select public events and programs in support of the Commemoration (at Partner's expense and at Partner's discretion). Each Partner must follow the following guidelines:
 - i. All Plymouth 400 Organizational Partner Events;
 - a. Are historically accurate and culturally inclusive
 - b. Utilize key Plymouth 400, Inc. messages (as outlined in Plymouth 400 Brand Standards Document)
 - c. Support at least two of the themes/legacies of the Plymouth 400 commemoration: ***exploration, innovation, self-governance, religious freedom, immigration, and thanksgiving***
 - d. Support at least two of the Primary Goals of the Plymouth 400 commemoration: **Tourism/Economic Development, National/International Recognition, Educational, Cultural and Civic Engagement, and Commemoration Legacies**
 - e. Include but not be limited to exchanges in the areas of arts, culture entertainment, education, sports, commerce, tourism and/or any other mutually agreed upon relevant sectors
 - f. Offer opportunities for stakeholder participation

- g. Honor the cross-cultural collaboration
 - h. Utilize the appropriate brand marks and logos and their usage guidelines (as outlined in Plymouth 400 Brand Standards Document)
 - b. To participate in select Official Commemoration Events & Programs (at partner's expense)
 - II) **Marketing:**
 - b. To promote Plymouth 400 Pre-Commemoration Events and Programs and Signature Events and Programs via print, electronic, web, and media channels
 - c. To allow Plymouth 400 to insert official commemoration events and programs into email campaigns distributed to membership
 - d. To utilize the appropriate Plymouth 400 logos and marks on all events and programs associated with Plymouth 400 (as outlined in Plymouth 400 Brand Standards Document)
 - e. To communicate Plymouth 400 core messaging established for said events and programs including language and themes outlined in this document and supporting brand guidelines (Refer to Plymouth 400 Brand Standards Document)
 - III) **Planning & Reporting:**
 - a. To develop a 400th Anniversary coordinated event plan and program calendar for approval by Plymouth 400, Inc.
 - b. To submit regular reporting on related events and programs to Plymouth 400 Inc
 - a. Reporting should include but not be limited to the following:
 - i. Summaries of each event or program supporting the Plymouth 400 commemoration hosted by the Partner
 - ii. Number of participants at each Partner event promoting or supporting the Plymouth 400 commemoration
 - iii. Marketing and promotion impressions for all Partner outreach supporting the Plymouth 400 commemoration and related events
 - c. To submit drafts or copies of all proposed publicity or marketing materials for approval from Plymouth 400, Inc prior to distribution; Such approval not to be unreasonably withheld

Plymouth 400 Inc. will;

- a) Include Organizational Partner name and website link on the Official Commemoration website and in other supporting marketing and press vehicles as appropriate
- b) Grant license of Organizational Partner logo as outlined in Plymouth 400 Brand Standards Document
- c) Offer participation opportunities in select Plymouth 400 Commemoration Events & Programs
- d) Cross promote select Partner events & programs



PLYMOUTH 400™
1620-2020

Authority

I) It is understood that the parties will not have the authority to represent each other or each other's partners unless agreed upon in writing for each instance and that each party assumes full fiscal, insurance and overall responsibility for the events and programs that they are planning unless otherwise outlined in writing

II) If at any time during this agreement either party is not representing this agreement in good faith the relationship may be terminated.

Plymouth 400, Inc.

Agreed to on this day of _____



PLYMOUTH 400™
1620-2020

Signed by _____

Title _____

Organization:

Agreed to on this day of _____

Signed by _____

Title _____

Organizational Partner Communications Contact:

Name: _____

Title: _____

Email: _____

Telephone: _____

Office Address: _____