

NEW BUSINESS

3-10-14

Jacqueline Shanley

From: D or C Miller <dhmillerjr@comcast.net>
Sent: Wednesday, March 05, 2014 2:20 PM
To: Jacqueline Shanley
Cc: Jaime Meserve
Subject: appointment to Agricultural Commission
Attachments: Meserve J appt 2014.docx

Jackie,

Could you please put on the Selectmen's agenda a request to appoint Jaime Meserve to the Middleborough Agricultural Commission for a 3 year term? She came to our meeting this month to meet us and we think she would make a valuable contribution. She graduated from Norfolk County Agricultural School and is raising rabbits as part of her upcoming small farm in Middleborough.

Attached is a letter expressing her interest.

Connie Miller
Secretary
Middleborough Agricultural Commission

March 5, 2014

To Whom it may concern:

I would like to express my interest in joining the Middleborough agricultural committee.

I attended an agricultural high school, I have worked on farms, I have had horses most of my life, and would like to see agriculture continue to thrive in Middleborough.

Thanks,

Jaime Meserve
83 River Street
Middleborough, MA

LETTER OF INTEREST

February 27, 2014

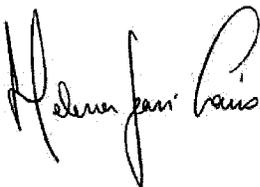
Selectman Leilani Dalpe
Town of Middleborough Board of Selectmen
10 Nickerson Avenue
Middleborough, MA 02346

Subject: Middleborough Tourism Committee – Appointment of Alternates

Dear Selectman Dalpe,

This letter is to express my interest to be appointed as an alternate board member to the Middleborough Tourism Committee.

Sincerely,

A handwritten signature in black ink, appearing to read "Helena Jean-Louis". The signature is fluid and cursive, with the first name "Helena" being the most prominent.

Helena Jean-Louis
22 Leland Way
Middleborough, MA 02346

Jacqueline Shanley

From: glenn montapert <gmontapert1@yahoo.com>
Sent: Wednesday, March 05, 2014 9:48 AM
To: Jacqueline Shanley
Subject: Request approval for Herring Festival to be held at Oliver Mill Park, Library, Town Hall Ball Room - April 11-13

Mr. Stephen McKinnon, chairman
Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA

Dear Honorable Board,

The Friend's of the Middleborough/Lakeville Herring Run ask for your approval to proceed with the Herring Festival to be held at Oliver Mill Park and at the Library and Town Hall Ball Room with parking at the KOA camp ground from April 11th through April 13th, 2014.

We have spoken to Chief Gates and have arranged to have police at the crossing during festival hours as well as a police cruiser to alert traffic on Route 44.

We have also spoken with Chief Benjamino and he approves of the event and only requests that should there be any use of fire pits a permit be obtained.

Any food vendors have been provided with an application for a temporary permit and been instructed to obtain said permit from the Board of Health.

We hope you will not only approve the event but attend as we have many educational and entertainment events scheduled to celebrate the largest Herring Run in the state.

Sincerely,

Friends of the Middleborough/Lakeville Herring Run

Jacqueline Shanley

From: Paul Cripps (DP/PCCVB) <ashleigh.macaskill@seeplymouth.com>
Sent: Monday, March 03, 2014 11:57 AM
To: Ashleigh Macaskill
Subject: Your letter of support for Tourism Funding is critical
Attachments: Legislative Support Letter fy 2015.doc; Mass. Legislators 2014.xls
Importance: High

March 3, 2014

Dear Members and Partners,

Once again your support of our tourism industry is needed! With this request is a sample letter with information that will hopefully influence and inform our legislators that we feel these items in the budget deserve funding and support for the growth of our industry and to support jobs in Massachusetts and in our own Plymouth County.

We are one of the only industries that matches invested monies from the State to increase the value of the dollar, and we use this funding to reinvest in our industry! Attached you will find a sample letter and the contacts to whom these letters should be sent. **We suggest that your letter be personalized for your business and that it be sent by US mail as well as via e-mail.**

Please send a copy to me at our office as well so that we may know the level of support from our region. Last year we were informed that more letters were submitted by Plymouth County organizations than by any other region; let's do our best to keep up that level of support.

I thank you in advance for all you do to make the tourism industry a leader in the economic recovery for Massachusetts and our own home city and towns.

Yours truly,

Paul Cripps
Executive Director
Plymouth County Convention & Visitors Bureau
134 Court Street
Plymouth MA 02360
tel. 508 747-0100 fax 508 747-3118 cell 781 956-8275
paul.cripps@SeePlymouth.com
www.SeePlymouth.com

CRANBERRY CAPITAL
OF THE WORLD



Phone: 508-946-2405

Fax: 508-946-0058

Town of Middleborough

Massachusetts

Board of Selectmen

March 10, 2014

| | | | |
|------------------|----------------------|----------------------|----------------------|
| Marc R. Pacheco | Thomas J. Calter | Keiko Orrall | Susan Gifford |
| State Senator | State Representative | State Representative | State Representative |
| Room 312B | Room 237 | Room 540 | Room 542 |
| State House | State House | State House | State House |
| Boston, MA 02133 | Boston, MA 02133 | Boston, MA 02133 | Boston, MA 02133 |

Dear Legislative Leaders:

We are successfully launching a tourism campaign in Middleborough and we would not have been able to even begin without the guidance and support from Paul Cripps, Paula Fisher and the regional office of Tourism. Please recognize the importance of these offices and continue their funding so that they may bring the important business of tourism to the state.

Tourism plays a critical role in the Massachusetts and Plymouth County economy and, with the right support in place, can lead to future revenue growth and jobs. It is one of the few programs in government that not only generates measureable revenues to both state and local communities, but also reduces additional tax burden on local residents to provide essential services.

Funds to the Massachusetts Office of Travel and Tourism (MOTT) and Regional Tourism Councils (of which Plymouth County Development Council is one) are used for advertising, press and media outreach, web site content development, travel marketplaces, tradeshows and sales missions focused on the group tour, domestic drive and international markets. This outreach brings visitor dollars to our region, supports jobs and provides revenues through businesses and taxes that support our State and communities.

The Plymouth County Development Council/CVB is the regional tourism council for Plymouth County and acts as the destination marketing organization for our region. As one of 16 regional tourism councils, we support the request for adequate funding for tourism marketing funds of \$8.5 million for FY 15. This amount is matched at least \$1 for \$1. We hope you will support this request and ask that the Tourism, Arts & Culture Development Committee and the Ways & Means Committee support this as well.

Plymouth County, by last reported numbers, had a payroll of over 97 million dollars with 3,500 tourism-related employees. Tax receipts as related to the State were at over 24 million and, because of new tax increases from 4% to 6% in the Town of Plymouth, Plymouth County numbers increased to over 23 million dollars. The investment from the State to PCDC/CVB was just over \$300,000. I am sure you can see that this investment-to-return is well worth the outcome. Supporting dollars means more marketing energy which means more business, jobs and supportive revenues for our Towns, City and the State.

We hope you will take part in supporting this important revenue generator and industry as we continue our efforts for our economic growth and future in Plymouth County.

Sincerely,

BOARD OF SELECTMEN

Stephen J. McKinnon, Chairman

Allin Frawley, Vice Chairman

Ben Quelle

Leilani Dalpe

John M. Knowlton

xc: Paul Cripps, Executive Director, Plymouth County Convention & Visitors Bureau
Leilani Dalpe, Chairman, Middleborough Tourism Committee

666

LICENSE APPLICATION

666

Raymond D
Bertrand

Date 1/28/2014

Name of Business DYMOND TREASURES

Name of Applicant/Petitioner LISA DYMOND

Address/Location for Permit Use 5 WAREHAM ST. SUITE B MIDDLEBORO MA

* Assessor's Map and Lot# for Permit Use M 50P L 264

Address of Applicant/Petitioner 53 WAREHAM ST. MIDDLEBORO MA

F.I.D. # of Applicant/Petitioner 46-4550674

Email Address DYMOND.TREASURES@gmail.com

Hours of Operation 10AM - 7PM

Please provide description of merchandise for sale... REFURBISHED, HANDPAINTED FURNITURE, KNICKKNACKS, ANTIQUES, PAINTINGS, FLORAL ARRANGEMENTS, PILLOWS, QUILTS, JEWELRY, GLASSWARE, MIRRORS

[Signature]
Signature of Applicant

TO: TREASURER/COLLECTOR
FROM: SELECTMEN'S OFFICE

Please inform this department, as well as the Board of Selectmen, as to whether or not the above property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does this Property Owner/Petitioner/Applicant owe taxes/municipal charges: NO (Yes or No)

Signed: *[Signature]*
(Treasurer/Collector)



Town of Middleborough Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 3-4-14
NAME OF APPLICANT DAVID A. PAYNE
ADDRESS OF APPLICANT 633 Balford St Abington, MA
ASSESSORS MAP & LOT _____
DAYTIME TELEPHONE 508-588-7500

NAME OF BUSINESS Capeway Rovers M/C
OWNER OF PROPERTY TO BE LICENSED Capeway Rovers M/C
ADDRESS OF PROPERTY TO BE LICENSED 917 Plymouth St.
ASSESSORS MAP & LOT 046 LOT 262

M99

TYPE OF LICENSE REQUESTED (Check One)

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

Anticipated Start Date for Business _____
Hours requested: _____

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

yes, yearly

Signature [Handwritten Signature]

DATE OF HEARING 3.10.14 APPROVED/DENIED

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

Please inform this department, as well as the Board of Selectmen, as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? no

[Large Handwritten Signature]

Capeway Rovers M/C
P O Box 2304
Abington, MA 02351

Selectman Office
10 Nickerson Avenue
Middleboro, MA 02346
Ph - 508-946-2405
Fax 508-946-0058

3/1/14

Board of Selectman,

This is the list of Race & Practice Dates for the 2014 Race Season:

Sunday Race:

3/30, 4/6, 4/13, 4/27, 5/4, 6/1, 6/15, 6/22, 6/29, 7/13,
7/27, 8/3, 8/10, 8/17, 9/7, 9/14, 9/28, 10/19, 10/26

Saturday Race:

11/1

Practice Dates:

4 available for weekend use and 6 for weekday use non date specific 9am – 4pm.

Weekend: 5/11, 6/8, 7/26, 8/24

Weekday: 7/16, 7/23, 8/6, 8/13, 8/20, 8/27

We are also applying for our Beer & Wine License for the following Dates:

3/30, 4/6, 4/13, 4/27, 5/4, 5/11, 6/1, 6/8, 6/15, 6/22, 6/29, 7/13,
7/26, 7/27, 8/3, 8/10, 8/17, 8/24, 9/7, 9/14, 9/28, 10/19, 10/26, 11/1

Thank you,



David Payne
V.P. Capeway Rovers M/C
Ph – 508-588-7500
Fax – 508-588-7576

State Fee, \$ 95.00
Municipal Fee, \$ 95.00

THE COMMONWEALTH OF MASSACHUSETTS

Town of Middleborough

LICENSE

for

Public Entertainment on Sunday



Capaway Rovers Motorcycle Club

is hereby granted a

license for Moto Cross Racing (Name of licensee)

on, 3/30, 4/6, 4/13, 4/27, 5/4, 6/11, 6/15, 6/22, 6/29, 7/13

to be conducted at No. 917 Plymouth St.

(Date) 7/27, 8/3, 8/10, 8/17, 9/7, 9/14, 9/28, 10/19, 10/26 Street.

The name of the establishment is Capaway Rovers Motorcycle Club

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment will not commence before 1 P.M. and that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions:

The licensee shall not advertise his place of amusement, or any performance or exhibition therein, by means of pictorial posters or placards of an obscene or indecent nature; shall not, in his place of amusement, allow any person to wear a head covering which obstructs the view of other spectators; shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about his place of amusement during performances therein; shall employ to preserve order in his place of amusement only regular or special police officers designated therefor by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief Engineer of the Fire Department to guard against fire; shall keep in good condition, so as to be easily accessible, such standpipes, hose, water pails, axes, chemical extinguishers and other apparatus as the Chief Engineer of the Fire Department may require; shall allow such members of the fire department, in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle, passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen.

This license shall be kept on the premises where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Commissioner of Public Safety.

This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

The following numbers shown on program submitted are not approved:

Mayor or Selectmen

Do not write in this space

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES



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: jmcndnld@middleborough.com

TELEPHONE
(508) 948-2420
(508) 948-2421

FAX
(508) 947-5447

Date: March 5, 2014

To: Board of Selectmen

From: Judy M. MacDonald, Treasurer/Collector *J.M.*

Borrowing \$1,000,000.00 Wastewater Treatment Facility Upgrade
Self Supporting

Dated: March 19, 2014

Due: October 10, 2015 Interest at maturity

Results of telephone bids, Wednesday, March 5, 2014:

| <u>Bank</u> | <u>Bid Amount</u> | <u>Interest</u> |
|--------------|-------------------|-----------------|
| Century Bank | \$1,000,000.00 | .40% |
| Eastern Bank | \$1,000,000.00 | .55% |
| UniBank | \$1,000,000.00 | .65% |
| Hampden Bank | \$1,000,000.00 | .75% |

Bid awarded, subject to Selectmen's approval to:

| | | |
|--------------|----------------|------|
| Century Bank | \$1,000,000.00 | .40% |
|--------------|----------------|------|

Estimated Interest: \$2,233.34

DECAS, MURRAY & DECAS

ATTORNEYS AT LAW

132 NORTH MAIN STREET • MIDDLEBORO • MASSACHUSETTS 02346 • (508) 947-4433

GEORGE C. DECAS (RETIRED)
DANIEL F. MURRAY, ESQUIRE
WILLIAM C. DECAS, ESQUIRE

PHONE: (508) 947-4433
FAX: (508) 947-7147

REPLY TO POST OFFICE BOX 201
MIDDLEBORO, MA 02346-0201
DECASMURRAYDECAS@YAHOO.COM

March 4, 2014

Charles J. Cristello, Town Manager
Middleboro Town Hall
Nickerson Avenue
Middleboro, MA 02346

RE: Green to Middleborough; Middleborough to Green
Cross Street well site – land exchange

Dear Charlie:

I enclose in duplicate original:

1. Purchase/sale agreement – Green to Middleborough; and
2. Purchase/sale agreement – Middleborough to Green.

Please ask the Board of Selectmen to sign duplicates of both agreements and return them to me. The Board should sign each agreement in two places (page 4, and page 2 of Attachment A).

Very truly yours,



Daniel F. Murray
Town Counsel

DFM/s
T-1782
Enclosures

PURCHASE AND SALE AGREEMENT

From the Office of:
Daniel F. Murray, Esquire
P.O. Box 201
Middleboro, MA 02346

This day of February, 2014
Douglas F. Green, 43 Cross Street, Middleboro, MA 02346

1. PARTIES
AND MAILING
ADDRESSES

hereinafter called SELLER, agrees to SELL and Town of Middleborough, Town Hall, Nickerson Avenue, Middleboro, MA 02346 hereinafter called the BUYER OR PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION
*(include title
reference)*

A vacant parcel of land: See DESCRIPTION in paragraph 35 of Attachment A attached hereto.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES
(fill in or delete)

~~Included in the sale as a part of said premises are the buildings, structures and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall to wall carpeting, drapery rods, automatic garage door openers, Venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and~~

4. TITLE DEED
(fill-in)
*Include here by specific
references any restrict-
tions, easements, rights
and obligations in party
walls not included in (b),
leases, municipal and
other liens, other
encumbrances, and
make provision to protect
SELLER against
BUYER's breach of
SELLER's covenants in
leases, where necessary*

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least sevendays before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens or municipal betterments assessed after the date of this agreement;
- (e) ~~Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or~~

~~materially interfere with the current use of said premises;~~
—*(f)

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED
TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE
*(fill-in); space is
allowed to write
out the amounts
if desired*

The agreed consideration for said premises is Buyer's conveyance to Seller of certain real estate of Buyer in Middleboro, Massachusetts as set forth in another agreement between them of this date.

8. TIME FOR
PERFORMANCE;
DELIVERY OF
DEED

Such deed is to be delivered at 12:00 o'clock noon on the 29th day of April, 2014 at the Plymouth County Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISE
(attach a list of exceptions, if any)
- Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM
(Change period of time if desired).
- If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, ~~then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless~~ the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
- If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE
- The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
 - (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED
- The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE
- ~~To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.~~
15. INSURANCE
(Insert amount (list additional types of insurance and amounts as agreed)
- | | | |
|--|------------------------------|--------------------|
| Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows: | Type of Insurance | Amount of Coverage |
| | (a) Fire & Extended Coverage | \$ NONE REQUIRED |
16. ADJUSTMENTS
(list operating expenses, if any, or attach schedule)
- ~~Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.~~

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE
(fill in fee with dollar amount or percentage; also name of Brokerage firm(s)) A Broker's fee for professional services of ~~is due from the SELLER to~~ The parties represent that no person is entitled to a broker's fee or commission on account of the sale under this agreement. ~~the Broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the.~~
19. BROKER(S) WARRANTY
(fill in name) The Broker(s) named herein and warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT
(fill in name) All deposits made hereunder shall be held in escrow by ~~as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.~~
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing
22. RELEASE BY HUSBAND OR WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal of the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS
(fill in) if none, state "none"; if any listed, indicate by whom each warranty or representation was made The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):
26. MORTGAGE CONTINGENCY CLAUSE
(omit if not provided for in Offer to Purchase) In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ _____ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before _____ the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before _____.

27. CONSTRUCTION AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent or the parties to it.

28. LEAD PAINT LAW

~~The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.~~

~~The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.~~

30. CARBON MONOXIDE DETECTORS

~~For properties sold or conveyed after March 30, 2006, the Seller shall provide a certificate from the fire department of the city or town in which the premises are located, either in addition to or incorporated into the certificate described above, stating that the premises have been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148 §26F 1/2 or that the Premises are otherwise exempted the Statute.~~

31. ADDITIONAL PROVISIONS

~~The initialed riders, if any, attached hereto, are incorporated herein by reference.~~

See attached ATTACHMENT A which is incorporated in this agreement.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER


Douglas F. Green

BUYER

Town of Middleborough
By:

Board of Selectmen

ATTACHMENT A

32. It is understood and agreed that the conveyance herein is part of a simultaneous exchange of properties between Buyer and Seller. The property to be conveyed to Seller by Buyer is described in another agreement between them of even date herewith. In the event that for any reason that conveyance to Seller is not completed or in the event that said other agreement shall become null and void, then this agreement shall become null and void without recourse to the parties hereto, and no conveyance shall be made under this agreement.

33. Buyer intends to make a confirmatory order of taking by eminent domain of the premises to be conveyed hereunder to Buyer. Seller hereby waives and releases all claims for damages with respect to said intended order of taking and agrees to accept payment under this agreement as full compensation for the premises and any damages which might arise out of said order of taking. The provisions of this paragraph shall survive performance of this agreement.

34. Buyer's performance of this agreement shall be contingent upon the following:

(a) Buyer entering into purchase and sale agreements to purchase the following described property in Middleborough, Massachusetts:

1. A parcel of land off Cross Street now or formerly owned by Alfred J. Gomes shown as PARCEL D on the plan referred to in paragraph 35 of Attachment A of this agreement, containing 467,192 square feet (10.73 acres) and being part of the premises described in a deed recorded in the Plymouth County Registry of Deeds in Book 2582, Page 232. PARCEL D is believed to be owned by Dorothy Lucas;
2. A parcel of land off Cross Street now or formerly owned by Dorothy Lucas and Robin Craver shown as PARCEL-F on the plan referred to in paragraph 35 of Attachment A of this agreement, containing 37,591 square feet (0.86 acres) and being part of the premises described in a deed recorded in said Registry in Book 38878, Page 82;
3. A parcel of land off Cross Street now or formerly owned by Leo P. Nelson shown as PARCEL-B on the plan referred to in paragraph 35 of Attachment A of this agreement, containing 23,707 square feet (0.54 acres) and being part of the premises described in a deed recorded in said Registry in Book 6526, Page 215;
4. A permanent access and utility easement over land on Cross Street now or formerly owned by Leo P. Nelson being part of the premises described in a deed recorded in said Registry in Book 6526, Page 215, said easement being shown as "Access and Utility Easement - 10,599 square feet" on the plan referred to in paragraph 35 of Attachment A of this agreement;
5. A temporary construction easement over land on Cross Street now or formerly owned by Leo P. Nelson abutting the permanent access and utility easement referred to in the above subparagraph 34(a)4; and
6. A parcel of land off Cross Street now or formerly of Brett DeBoyes and Lynn DeBoyes shown as Parcel-A on the plan referred to in paragraph 35 of Attachment A of this agreement, containing 7685 square feet (0.18 acres).

(b) Approval by the Massachusetts Department of Environmental Protection of the property described in paragraph 35 of Attachment A of this agreement as a municipal well site.

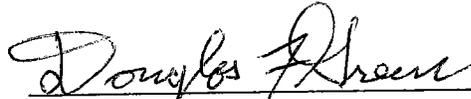
35. DESCRIPTION: A parcel of land off Cross Street in Middleboro, Massachusetts containing 1.60 acres of land more or less and being part of Lot 4623 on Assessors Map 040 and being part of the land described in a deed recorded in the Plymouth County Registry of Deeds in Book 6640, Page 040. The parcel is shown as PARCEL-C on a plan entitled "PLAN OF LAND PREPARED FOR THE TOWN OF MIDDLEBOROUGH, CROSS STREET IN MIDDLEBOROUGH, MASSACHUSETTS" dated October 21, 2013 and prepared by Outback Engineering Incorporate. PARCEL-C is shown on the plan as containing 1.60 acres (69,546 square feet).

BUYER

Town of Middleborough

Board of Selectmen

SELLER



Douglas F. Green

PURCHASE AND SALE AGREEMENT

From the Office of:
Daniel F. Murray, Esquire
P.O. Box 201
Middleboro, MA 02346

This day of February, 2014
Town of Middleborough, Town Hall, Nickerson Avenue, Middleboro, MA 02346
hereinafter called SELLER, agrees to SELL and Douglas F. Green,
43 Cross Street, Middleboro, MA 02346 hereinafter called the BUYER OR PURCHASER, agrees to BUY,
upon the terms hereinafter set forth, the following described premises:

1. PARTIES
AND MAILING
ADDRESSES

2. DESCRIPTION
(include title
reference)

A vacant parcel of land. See DESCRIPTION in paragraph 35 of Attachment A
attached hereto.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES
(fill in or delete)

Included in the sale as a part of said premises are the buildings, structures and improvements now thereon,
and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall to wall
carpeting, drapery rods, automatic garage door openers, Venetian blinds, window shades, screens, screen
doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges,
oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures,
garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates,
trees, shrubs, plants, and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators,
dishwashers, washing machines and dryers; and

4. TITLE DEED
(fill-in)

Include here by specific
references any restrict-
tions, easements, rights
and obligations in party
walls not included in (b),
leases, municipal and
other liens, other
encumbrances, and
make provision to protect
SELLER against
BUYER's breach of
SELLER's covenants in
leases, where necessary

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the
nominee designated by the BUYER by written notice to the SELLER at least sevendays
before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record
and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
(b) Existing rights and obligations in party walls which are not the subject of written agreement;
(c) Such taxes for the then current year as are not due and payable on the date of the delivery of
such deed;
(d) Any liens or municipal betterments assessed after the date of this agreement;
(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or
materially interfere with the current use of said premises;

—*(f)

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the
deed in form adequate for recording or registration.

6. REGISTERED
TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient
to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed
all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE
(fill-in); space is
allowed to write
out the amounts
if desired

The agreed consideration for said premises is Buyer's conveyance to Seller of certain real estate of Buyer in
Middleboro, Massachusetts as set forth in another agreement between them of this date.

8. TIME FOR
PERFORMANCE;
DELIVERY OF
DEED

Such deed is to be delivered at 12:00 o'clock noon on the 29th day of April, 2014
at the Plymouth County Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time
is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISE
(attach a list of exceptions, if any)
- Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM
(Change period of time if desired).
- If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, ~~then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless~~ the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
- If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE
- The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
 - (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED
- The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE
- ~~To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.~~
15. INSURANCE
(Insert amount (list additional types of insurance and amounts as agreed)
- Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
- | Type of Insurance | Amount of Coverage |
|------------------------------|--------------------|
| (a) Fire & Extended Coverage | \$ NONE REQUIRED |
16. ADJUSTMENTS
(list operating expenses, if any, or attach schedule)
- ~~Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party. Buyer shall pay Seller at closing a payment in lieu of taxes pursuant to General Laws Chapter 44, Section 63A.~~

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES
- If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE
(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))
- ~~A Broker's fee for professional services of~~ ~~is due from the SELLER to~~ ~~the Broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the.~~ **The parties represent that no person is entitled to a broker's fee or commission on account of the sale under this agreement.**
19. BROKER(S) WARRANTY
(fill in name)
- The Broker(s) named herein and warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT
(fill in name)
- ~~All deposits made hereunder shall be held in escrow by as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.~~
21. BUYER'S DEFAULT; DAMAGES
- ~~If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing~~
22. RELEASE BY HUSBAND OR WIFE
- ~~The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.~~
23. BROKER AS PARTY
- ~~The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.~~
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.
- If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal of the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS
(fill in) if none, state "none"; if any listed, indicate by whom each warranty or representation was made
- ~~The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):~~
26. MORTGAGE CONTINGENCY CLAUSE
(omit if not provided for in Offer to Purchase)
- ~~In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ _____ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before _____ the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before _____.~~

27. CONSTRUCTION AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent or the parties to it.

28. LEAD PAINT LAW

~~The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.~~

~~The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.~~

30. CARBON MONOXIDE DETECTORS

~~For properties sold or conveyed after March 30, 2006, the Seller shall provide a certificate from the fire department of the city or town in which the premises are located, either in addition to or incorporated into the certificate described above, stating that the premises have been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148 §26F 1/2 or that the Premises are otherwise exempted the Statute.~~

31. ADDITIONAL PROVISIONS

The initialed riders, if any, attached hereto, are incorporated herein by reference.

See ATTACHMENT A which is incorporated in this agreement.

~~FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"~~

NOTICE This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER
Town of Middleborough
By:

BUYER



Douglas F. Green

Board of Selectmen

ATTACHMENT A

32. It is understood and agreed that the conveyance herein is part of a simultaneous exchange of properties between Buyer and Seller. The property to be conveyed to Seller by Buyer is described in another agreement between them of even date herewith. In the event that for any reason that conveyance to Seller is not completed or in the event that said other agreement shall become null and void, then this agreement shall become null and void without recourse to the parties hereto, and no conveyance shall be made under this agreement.

33. The parties acknowledge that the premises to be conveyed hereunder have extensive wetlands and the premises consequently may not be suitable or available for construction of any building. Buyer shall perform the agreement notwithstanding the wetlands and shall take conveyance in an "As Is" condition.

34. Buyer's performance of this agreement shall be contingent upon the following:

(a) Buyer entering into purchase and sale agreements to purchase the following described property in Middleborough, Massachusetts:

1. A parcel of land off Cross Street now or formerly owned by Alfred J. Gomes shown as PARCEL D on the plan referred to in paragraph 34(a)6 of Attachment A of this agreement, containing 467,192 square feet (10.73 acres) and being part of the premises described in a deed recorded in the Plymouth County Registry of Deeds in Book 2582, Page 232. PARCEL D is believed to be owned by Dorothy Lucas;

2. A parcel of land off Cross Street now or formerly owned by Dorothy Lucas and Robin Craver shown as PARCEL-F on the plan referred to in paragraph 34(a)6 of Attachment A of this agreement, containing 37,591 square feet (0.86 acres) and being part of the premises described in a deed recorded in said Registry in Book 38878, Page 82;

3. A parcel of land off Cross Street now or formerly owned by Leo P. Nelson shown as PARCEL-B on the plan referred to in paragraph 34(a)6 of Attachment A of this agreement, containing 23,707 square feet (0.54 acres) and being part of the premises described in a deed recorded in said Registry in Book 6526, Page 215;

4. A permanent access and utility easement over land on Cross Street now or formerly owned by Leo P. Nelson being part of the premises described in a deed recorded in said Registry in Book 6526, Page 215, said easement being shown as "Access and Utility Easement -- 10,599 square feet" on the plan referred to in paragraph 34(a)6 of Attachment A of this agreement;

5. A temporary construction easement over land on Cross Street now or formerly owned by Leo P. Nelson abutting the permanent access and utility easement referred to in the above subparagraph 34(a)4; and

6. A parcel of land off Cross Street now or formerly of Brett DeBoyes and Lynn DeBoyes shown as Parcel-A on plan entitled "PLAN OF LAND PREPARED FOR THE TOWN OF MIDDLEBOROUGH, CROSS STREET IN MIDDLEBOROUGH, MASSACHUSETTS" dated October 21, 2013 and prepared by Outback Engineering Incorporate. Parcel-A is shown on the plan as containing 0.18 acres (7685 square feet).

(b) Approval by the Massachusetts Department of Environmental Protection of the property described in paragraph 34(a)(1-4, 6) as a municipal well site.

35. DESCRIPTION: A vacant parcel of land on the easterly side of Cross Street in Middleborough, Massachusetts containing 1.40 acres of land, more or less, and being shown on Middleborough Assessors Map 40 as Lot 3788. For title see Collectors Deed and Final Judgment in Tax Lien Case recorded respectively in the Plymouth County Registry of Deeds in Book 12045, Page 044 and Book 19783, Page 125.

SELLER
Town of Middleborough

Board of Selectmen

BUYER



Douglas F. Green



MIDDLEBOROUGH PUBLIC SCHOOLS

FLORA M. CLARK ADMINISTRATION BUILDING, 30 FOREST STREET
MIDDLEBOROUGH, MASSACHUSETTS 02346
Telephone 508-946-2000

Roseli S. Weiss, Ed.D.
Superintendent of Schools

Kathleen C. Piatelli
Director of Business and Finance

Memorandum

To: Middleborough Board of Selectmen
Charles Cristello, Town Manager

From: Roseli S. Weiss, Ed. D., Superintendent
Kathleen C. Piatelli, Director of Business & Finance

Date: March 6, 2014

Re: MSBA – Statement of Interest Middleborough High School

At the February 10, 2014, Board of Selectmen meeting four (4) Statements of Interest to the Massachusetts School Building Authority were approved. Three of the SOIs were for the Accelerated Repair Program and one was for the Core Program.

The three Accelerated Repair Program applications were submitted February 14, 2014. MSBA will be notifying school districts by the beginning of April if their applications were accepted.

Under the Core Program, we have revised the SOI for Middleborough High School and are requesting the Board's approval of this application. It had been our intent when we asked for the Board's approval for the Core Program in February to submit an application using the same four priority choices that we chose last year. However, after researching other options available to us, we have decided that it would be in the best interest of the school district to also select Priority #1 that addresses health and safety concerns within the building.

This by no means suggests that the building is unsafe or not healthy for our students and staff. This will allow us the opportunity to highlight the different challenges within the building that could be considered under the selection of Priority #1. For example, the floor in the gymnasium is buckling and is a hazard for anyone walking outside of the playing area. Another challenge that could be considered under Priority #1 would be the distracting noise that the 1971 ventilation systems makes while exchanging air in the classroom.

The closing date for submitting an application for the Core Program is April 11, 2014. This allows us about a month to do additional research for submitting a stronger application.

MSBA – Statement of Interest – Middleborough High School

March 6, 2014

Page 2

Today, we are requesting the Board's vote of approval to submit a Statement of Interest that would include the following Priorities #1, #2, #3, #5 and #7. A copy of the "Form of Vote" is attached. The reading of the Vote may be waived, however the text from "Form of Vote" and approval vote has to be recorded into the minutes of the meeting.

Thank you for your support.



MIDDLEBOROUGH PUBLIC SCHOOLS

FLORA M. CLARK ADMINISTRATION BUILDING, 30 FOREST STREET
MIDDLEBOROUGH, MASSACHUSETTS 02346
Telephone 508-946-2000

Roseli S. Weiss, Ed.D.
Superintendent of Schools

Kathleen C. Piatelli
Director of Business and Finance

Board of Selectmen Form of Vote

Resolved: Having convened in an open meeting on March 10, 2014, the Board of Selectmen for the Town of Middleborough, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent, Roseli S. Weiss, Ed.D., to submit to the Massachusetts School Building Authority the Statement of Interest Form dated no later than April 11, 2014 for the Middleborough High School located at 71 East Grove Street which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future

Priority # 1 – Health and Safety Conditions

- Interior classrooms are unhealthy and detrimental to learning.
- Handrails and stairs do not have the code required guard configuration
- It is likely that mold/mildew exists in concealed spaces in the area of the kitchen given the evidence of water infiltration
- Blisters/bubbles over 1" high are a tripping safety hazard
- Asbestos floor tiles and/or mastic. Asbestos is also suspected at above ceiling piping
- Handicap ramp at Auditorium is not code compliant
- There is only a single male and single female toilet room which meets ADA requirements. This is insufficient.
- There are dark and unsafe areas along the outside perimeter of the building
- Electrical system distribution is antiquated and beyond its useful life
- The existing electrical service size is inadequate for the current educational program
- The current emergency generator does not meet code. The generator is interior and not located in a rated enclosure, additionally; the stand-by and life safety services are not isolated from each other.
- Emergency lighting systems are not properly isolated from other electrical services
- The electrical distribution lacks code required surge protections
- Electrical outlets at the islands within the Science labs lack code required GFCI receptacles

- The main electrical panel on the auditorium stage is being serviced with an extension cord from another location
- Various locations continue to be serviced by incandescent lighting
- Many locations continue to be served by T-12 lamps
- Ventilation systems are beyond their useful life.
- Nearly all (30+) egress/exit points are unmonitored

Priority # 2 - *Elimination of existing severe overcrowding.*

Our current facility restricts our ability to fulfill our mission. Constraints involve space, equipment and technology. The classroom environment has changed. In an effort for us to provide a 21st century learning environment we have converted three (3) classrooms into computer labs. There are eight (8) classrooms which have been taken over for specialized instruction; Special Education programs, Alternative High School, Severe Special Education classrooms and the LINKS Program. This leaves us with eleven (11) less instructional classrooms.

Priority #3 - *Prevention of the loss of accreditation.*

A Commission visit in April 2013 prompted the New England Association of Secondary Schools and Colleges to place Middleborough High School on warning status for facility based issues.

Priority #5 – *Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility.* The present boiler system is original equipment that was installed when the schoolhouse opened in 1971. Despite on-going maintenance to maintain the current system, a modernization of this nearly 40 years' old technology will result in significant efficiencies and cost savings. Single pane, original windows in 25% of the building result in rain and wind coming into the classrooms. The original ventilation system is inadequate, loud and obtrusive. The electrical capacity is inadequate to provide a 21st century learning environment. There is a lack of power, outlets and data drops throughout the whole building.

Priority #7 – *Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements.*

Our accreditation warning includes concerns with antiquated science labs, high class sizes and inadequate space for health services, conferences with parents, and storage. An addition may provide for immediate storage and meeting concerns but will not address the structural deficiencies we face in bringing a 21st century learning environment to our students;

and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the Town of Middleborough to filing an application for funding with the Massachusetts School Building Authority.

CERTIFICATIONS

The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, the statements and information contained in this Statement of Interest and attached hereto are true and accurate and that this Statement of Interest has been prepared under the direction of the district school committee and the undersigned is duly authorized to submit this Statement of Interest to the Massachusetts School Building Authority. The undersigned also hereby acknowledges and agrees to provide the Massachusetts School Building Authority, upon request by the Authority, any additional information relating to this Statement of Interest that may be required by the Authority.

Board of Selectman Chair

School Committee Chair

Superintendent

Stephen J. McKinnon

Richard Gillis

Roseli S. Weiss, Ed.D.

(signature)

(signature)

(signature)

Date _____

Date _____

Date _____

AMORY ENGINEERS, P.C.

WATER WORKS • WATER RESOURCES • CIVIL WORKS

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

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

MEMORANDUM

TO: Mr. Joseph M. Silva, Superintendent
Water Department

FROM: Richard S. Johnson, P.E.
Amory Engineers, P.C.

RE: Zoning Map Modifications

DATE: February 26, 2014

SUMMARY:

As you requested we have compiled the relevant information for the Mizaras and Cross Street well sites for placement onto the Town's Zoning Map. We understand that the Board of Selectmen will request action by the Planning Board in connection with the upcoming Town Meeting. We offer the following:

Mizaras Well – Zone II approved by MassDEP by letter of April 26, 2011
Pumping capacity of 457 gpm (0.658 mgd).

Action - Remove Interim 1,000 ft. radius currently shown on Zoning Map
Add WRPD Z1¹
Add WRPD Z2²
Add WRPD Z3³

Cross Street Well 2 – Zone II approved by MassDEP by letter of November 21, 2013
Pumping capacity of 317 gpm (0.456 mgd).

Action - Add WRPD Z1
Add WRPD Z2
Add WRPD Z3

Former Potential Well Site (off Tinkham Lane/Taunton Street) – no longer under consideration as a municipal well site

Action - Remove Interim 1,000 ft. radius currently shown on Zoning Map

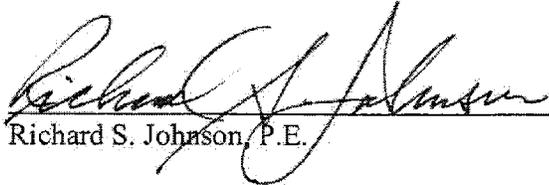
¹The four hundred (400') foot protective radius around a public water system well or well field which must be owned by the water supplier or controlled through a conservation restriction. WRPD Z1 is Zone I as defined in 310 CMR 22.0.

²The area of an aquifer which contributes water to a public well under the most severe pumping and recharge conditions that can be realistically anticipated [one hundred eighty (180) days of pumping at safe yield with no recharge from precipitation as defined in 310 CMR 22.00] WRPD Z2 is Zone II as defined in 310 CMR 22.00.

³The land area beyond the area of WRPD Z2 from which surface water and/or groundwater drain into WRPD Z2. WRPD Z3 is Zone III as defined in 310 CMR 22.00.

Memorandum
Mr. Joseph M. Silva
February 26, 2014
Page 2 of 2

The GIS "shape files" have been sent to Ms Ruth Geoffroy and Ms Tara Pirraglia. Please call me if you have any question.



Richard S. Johnson, P.E.

RSJ:rsj
cc: Mr. Charles Cristello
Ms. Ruth Geoffroy
Ms. Tara Pirraglia



TOWN OF MIDDLEBOROUGH

Town Clerk's Office

Bank Building, 20 Centre Street

Middleborough, Massachusetts 02346-2250

508-946-2415 phone

508-946-2308 fax

Allison J. Ferreira
Town Clerk

MEMORANDUM

TO: Board of Selectmen

FROM: Allison J. Ferreira, Town Clerk 

DATE: March 6, 2014

RE: CPA Project – Phase Two, Archival Review Services Agreement

I will be coming before the Board on Monday, March 10, 2014 to request the Board vote to sign an Agreement for Archival Review Services between the Town of Middleborough and King Information Systems, Inc.

In 2012, I proposed a Historic and Vital Records Preservation Project to the Community Preservation Committee. I applied for CPA funding for a three phase project. Phase One consisted of a vendor conducting a detailed assessment of our current filing and storage system for our historic and vital records within the Bank Building, Town Hall, Police Department and Fire Department. Phase One was approved under Article 12 at the October 1, 2012 Special Town Meeting and the assessment was conducted by King Information Systems in February of 2013. A detailed assessment was presented to the Town Manager, Police Chief, Fire Chief, and Assessor/Appraiser on April 9, 2013. I applied for CPA funding for Phase Two of this project in July of 2013. Phase Two consisted of re-boxing and indexing records in accordance with the Massachusetts Records Retention Schedule, establishing and maintaining a computerized indexing and retrieval system within the Town Clerk's Office, purchasing 21 sections of standard archival shelving, and implementing a subject filing system and purging old documents within the Town Clerk's Office to organize all active files. Phase Two was approved under Article 17 at the October 7, 2013 Special Town Meeting.

In accordance with Chapter 30B, an Invitation for Bids for Archival Review Services was posted and a bid opening was conducted on February 24, 2014. King Information Systems was the sole bidder to submit a bid to the Town of Middleborough. The Town Manager/Chief Procurement Officer awarded the bid to King Information Systems and the Agreement has been executed by King as the Contractor and needs to be signed by the Board of Selectmen prior to the project commencement date which is scheduled for March 17, 2014. This Agreement has been reviewed and approved by Town Counsel.

I would like to take this opportunity to thank the Community Preservation Committee, Historical Commission, Finance Committee, all Town Department Heads, members of the Board of Selectmen and my staff for all their support in moving this project forward.

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



TOWN OF MIDDLEBOROUGH
AGREEMENT FOR ARCHIVAL REVIEW SERVICES

This Agreement made this 24th day of February, 2014 by and between the Town of Middleborough, a municipal corporation having a usual place of business at 10 Nickerson Avenue, Middleborough, Plymouth County, Massachusetts, acting by and through its Board of Selectmen, thereunto duly authorized, hereinafter referred to as the "Town" and King Information Systems, Inc., a Massachusetts corporation, with an office at 3 Edgewater Drive, Norwood, Massachusetts hereinafter referred to as the "Contractor".

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein agree as follows:

1. The Contractor shall review the archival collections for appropriate disposition, re-shelve and develop an electronic accessing program for the historic and vital records located at the Middleborough Town Hall, Bank Building, Police Station, and Fire Station as well as implement a subject filing system and purge old documents within the Town Clerk's office to organize all active files.
2. Nothing in this Agreement shall preclude the Town from purchasing said services from other vendors should the Contractor fail to provide the Town with the specified services herein.
3. Incorporated by reference and specifically made a part of this Agreement are the terms and conditions contained in the Invitation for Bid, Bid Specifications, Bid Form and the bid of the Contractor.
4. This Agreement merges and supersedes all prior understandings, agreements, discussions and correspondence and sets forth the entire understanding of the parties. This Agreement is to be construed as a Massachusetts contract and shall take effect as a sealed instrument. It shall be binding upon the respective heirs, devisees, executors, administrators, successors and assigns of the parties, and may be cancelled, modified or amended only by a written instrument executed by both the Contractor and the Town. The Contractor may not assign this Agreement or any rights hereunder without the prior written consent of the Town and any such attempted assignment shall be void.
5. In no case shall the Contractor act, hold itself out as or permit anyone to consider it the employee of the Town. No agency shall be created between the Contractor and the Town

as a result of the Contractor's performance of services hereunder and the relationship between the parties at all times shall be based on the Contractor being an independent contractor.

6. The Contractor acknowledges and agrees that it is responsible as an independent contractor for all operations under this Agreement and for all the acts of its agents and employees, and agrees that it will indemnify and hold harmless the Town, its officers, boards, committees and employees from any and all loss, damage, cost, charge, expense and claim which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the Contractor or any of its agents or employees and will pay promptly on demand all reasonable costs and expenses of the investigation and defense thereof including attorney's fees and expenses. This indemnification is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under the Worker's Compensation Act, Disability Benefits Act or other employee benefit act.

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

This bid in all respects is bonafide, fair and made without collusion of fraud with any other person. As used in this paragraph, the word PERSON shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

The contracting party has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support in accordance with Massachusetts General Laws Chapter 62C, §49A.

IN WITNESS WHEREOF, the parties hereto have duly affixed their hands and seals on the day and year first written above.

CONTRACTOR:

KING INFORMATION SYSTEMS, INC.

By:

Printed Name and Title

TOWN OF MIDDLEBOROUGH:

By its BOARD OF SELECTMEN:

Stephen J. McKinnon

Allin John Frawley

Ben Quelle

Leilani Dalpe

John M. Knowlton

Incorporated 1669
344 Years of Progress



CRANBERRY CAPITAL
OF THE WORLD



Town of Middleborough
Massachusetts

CHARLES J. CRISTELLO
Town Manager

508-947-0928
FAX 508-946-2320

February 24, 2014

King Information Systems, Inc.
3 Edgewater Drive
Norwood, MA 02062
ATTN: Patricia M. Tigue, President

Dear Ms. Tigue:

On the recommendation of the Town Clerk, I have awarded the bid for Archival Review Services to your company per your bid price quoted on February 24, 2014 (copy enclosed).

Please sign the attached contract and return to the Town of Middleborough c/o the Town Clerk's Office, 20 Centre Street, Middleborough, MA 02346.

This award is made in the best interest of the Town of Middleborough.

Thank you for submitting your bid.

Very truly yours,

Charles J. Cristello
Town Manager/Chief Procurement Officer

CJC/ajf

Enclosure

c: Allison J. Ferreira, Town Clerk
Board of Selectmen



TOWN OF MIDDLEBOROUGH
FORM FOR GENERAL BID
FOR ARCHIVAL REVIEW SERVICES

NAME OF BIDDER: KING INFORMATION SYSTEMS INC.

Bids must be submitted on this form. Bids submitted on any other form will not be considered valid. Please return this form and the attachments to:

Town of Middleborough
ATTN: Chief Procurement Officer
Middleborough Town Hall
Town's Manager's Office
10 Nickerson Avenue
Middleborough, MA 02346

All bids must be received in a sealed envelope clearly marked "Archival Review Services" at the Middleborough Town Manager's Office located at the Middleborough Town Hall, 10 Nickerson Avenue, Middleborough, MA 02346 by **11:00 AM on Monday, February 24, 2014**, at which time the bids will be publicly opened and read aloud.

In compliance with the above, the undersigned bidder agrees to perform the herein described work for the lump sum price below:

REVIEW OF ARCHIVAL COLLECTIONS FOR APPROPRIATE DISPOSITION, RE-SHELVING AND DEVELOPMENT OF AN ELECTRONIC ACCESSING PROGRAM FOR THE HISTORIC AND VITAL RECORDS AT THE MIDDLEBOROUGH TOWN HALL, BANK BUILDING, POLICE STATION, AND FIRE STATION AS WELL AS IMPLEMENTATION OF A SUBJECT FILING SYSTEM AND PURGING OF OLD DOCUMENTS WITHIN THE TOWN CLERK'S OFFICE TO ORGANIZE ALL ACTIVE FILES.

\$ 68,509⁰⁰ lump sum

The undersigned bidder hereby certifies:

Bidder has carefully read and examined all the documents herein referred to and agrees to the terms and provisions therein.

No person in the employ of the Town of Middleborough has any pecuniary interest in this proposal or in the contract for the proposed work.

The bidder is able to furnish labor to work in conjunction with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to Massachusetts General Laws Chapter 149, §44A.

* PLEASE NOTE ANY EXCEPTIONS ON SEPARATE CONTRACTOR LETTERHEAD.

BIDDER:

KING INFORMATION SYSTEMS INC.

Patricia M. Tigue
Authorized Signature

Address: 3 EDGEWATER DR.
NORWOOD MA 02062

Patricia M. Tigue, President
Printed Name and Title

State of Incorporation: MASS.

Phone: 781 762 6477

FEB 24 2014
Date Offered

Fax: 781-769-1236

E-mail: KINGINFOSYSTEMS@VERIZON.NET

* SEE EXCEPTION LETTER ATTACHED!!



KING INFORMATION SYSTEMS, INC.

Main Office: 3 Edgewater Drive • Norwood, MA 02062 • Tel (781) 762-6477 • Fax (781) 769-1236
Branch Office: 2701 Boston Road • Wilbraham, MA 01095 • Tel (413) 599-1377

We at King Information Systems feel that the OSHA course in construction safety is non-applicable due to the fact that we are not in the construction business. We are basically re-boxing records and creating an electronic database.

A handwritten signature in black ink, appearing to read "John Meati", written over a horizontal line.

Signed

February 24, 2014

Date



TOWN OF MIDDLEBOROUGH
REFERENCES OF BIDDER
FOR
ARCHIVAL REVIEW SERVICES

By signing this page, the bidder certifies that he/she has a minimum of three (3) years experience in performing work of this nature.

Please also provide the names of at least three (3) municipal clients for which the bidder has provided this type of work for within the last ten (10) years, including names and telephone numbers of contact persons.

REFERENCES:

- TOWN OF PLYMOUTH - LARRY PIZER - 508 747-1620
- TOWN OF ACUSHNET - PAM LABANTE - 508-998-0215
- TOWN OF SHERBORN - JAN PARKER - 508 336-2920
- TOWN OF WESTWOOD - DOTTIE POWERS - 781 320-1013
- TOWN OF F. BRIDGEWATER - GEORGE SAMIA - 508 378-1600
- TOWN OF DEETHAM - PAUL MUNCHBACK - 781 751-9200

X Signed: Patricia F. Regie

X JOHN B. MICELI

Name of Person Authorized to Sign for the Bidder

X SALES COORDINATOR

Title

C 2/24/14

Date

CERTIFICATION OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

x 
Signature of individual submitting bid or proposal

x King Information Systems Inc.
Name of business



**COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION**

PROHIBITING THE USE OF UNDOCUMENTED WORKERS ON STATE CONTRACTS

CONTRACTOR LEGAL NAME: KING INFORMATION SYSTEMS INC.
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS:

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Joan B. Miele
Contractor Authorizing Signature

Date: 2/24/14

JOAN B. MIELE
Print Name

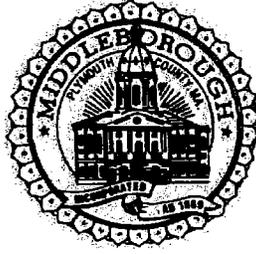
Title: SALES COORDINATOR

Telephone: 781-762-6477

Fax: 781-769-1230

Email: KINGINFOSYS@VERIZON.NET

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that are filed with the contracting Department.



BID ATTENDEE FORM

TOWN OF MIDDLEBOROUGH

INVITATION FOR BID
FOR
ARCHIVAL REVIEW SERVICES

FEBRUARY 24, 2014 @ 11:00 A.M.

NAME

COMPANY

Rachael Macdonald

King

Rockie Stanley

Town of Middleboro

Allison Senneria

Town Clerk



TOWN OF MIDDLEBOROUGH

INVITATION FOR BIDS

The Town of Middleborough acting by and through its Board of Selectmen is seeking sealed bids for review of archival collections for appropriate disposition, re-shelving and development of an electronic accessing program for the historic and vital records at the Town Hall, Bank Building, Police Station, and Fire Station. Bid specifications may be obtained at the Middleborough Town Clerk's Office, 20 Centre Street, Middleborough, MA 02346, beginning February 6, 2014; Monday, Tuesday, Thursday, or Friday 8:45 AM to 5:00 PM. Bid procedures shall comply with Massachusetts General Law, Chapter 30B. Any questions shall be directed to the Town Clerk during normal business hours at (508) 946-2415.

All bids must be received in a sealed envelope clearly marked "**Archival Review Services**" at the Middleborough Town Manager's Office located at the Middleborough Town Hall, 10 Nickerson Avenue, Middleborough, MA 02346 by **11:00 AM on Monday, February 24, 2014**, at which time the bids will be publicly opened and read aloud.

The Town reserves the right to waive any informality, to reject any or all bids or to cancel this Invitation for Bids if it is in the town's best interest to do so. Any bid received after the time and date specified shall not be considered.

Stephen J. McKinnon, Chairman
Allin Frawley, Vice Chairman
Ben Quelle
John M. Knowlton
Leilani Dalpe
TOWN OF MIDDLEBOROUGH
BOARD OF SELECTMEN



TOWN OF MIDDLEBOROUGH

BID SPECIFICATIONS FOR ARCHIVAL REVIEW SERVICES

A. Invitation for Bid

The Town of Middleborough, Massachusetts, acting by and through its Board of Selectmen, is seeking bids for review of archival collections for appropriate disposition, re-shelving and development of an electronic accessing program for the historic and vital records at the Middleborough Town Hall, Bank Building, Police Station, and Fire Station as well as implementation of a subject filing system and purging of old documents within the Town Clerk's Office to organize all active files.

All bids must be received in a sealed envelope clearly marked "Archival Review Services" at the Middleborough Town Manager's Office located at the Middleborough Town Hall, 10 Nickerson Avenue, Middleborough, MA 02346 by **11:00 am on February 24, 2014** at which time the bids will be publicly opened and read aloud.

Contract Period:

The agreement shall be for the period of February 24, 2014, or as soon thereafter as a contract is executed, through June 30, 2014.

Bid Surety: N/A

DCAM Certification: N/A

Prevailing Wage Rates: N/A

Labor and Materials Bond: N/A

Performance Bond: N/A

Responsible Contractor Bylaw: N/A

B. General Conditions

1. All bids shall be based on the quantities set forth in the Bid Specifications. These quantities shall be used as a basis for comparison of the bid proposals. The quantities are based on the Town's best estimates of the work to be performed

during the term of this contract. The Town does not expressly or by implication agree that the actual amount of work will correspond herewith and the Town reserves the right to increase or decrease the amount of any class or portion of the work as it may deem necessary, without change of price per unit.

2. The Town reserves the right to waive any informality, to reject any or all bids or to cancel this Invitation for Bids if it is in the town's best interest to do so. Any bid received after the time and date specified shall not be considered. The Town reserves the right to require samples of materials for inspection and testing.
3. All words, signatures and figures submitted on the bid shall be in ink. Bids that are conditional, obscure or which contain additions not called for, erasures, alternations or irregularities, or which contain abnormally high or low prices for any item, may be rejected as informal. More than one bid from the same bidder will not be considered.
4. The successful bidder shall comply with all applicable federal, state and local laws and regulations.
5. Purchases made by the Town are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.
6. Verbal orders are not binding on the Town and deliveries made or work done without a formal contract are at the risk of the Contractor and may result in an unenforceable claim.
7. No charges will be allowed for packing, crating, freight, express, transportation, shipping or cartage. Delivery location shall be as specified in the contract.
8. The Contractor shall replace, repair or make good, without costs to the Town, defects or faults arising within one (1) year after date of acceptance of the work or services furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by Contractor.
9. The Contractor shall not discriminate against any person on the grounds of race, color, marital status, physical disability, age, sex, sexual orientation, religion, ancestry, or national origin in any manner prohibited by the laws of the United States, the Commonwealth of Massachusetts, or by the Town of Middleborough.

C. Evaluation Criteria

Award of this bid will be made to the bidder who offers the lowest price subject to the reservation of rights contained herein and who is deemed to be both responsive and responsible. Determination of responsiveness and responsibility shall be based solely on the following criteria:

1. Bidders will be deemed responsive if they complete all required forms as included in the attached bid form package to the satisfaction of the Town.

2. Bidders will be deemed responsible if they have three (3) years of demonstrated experience in archival processing preferable for municipalities; bidders shall submit the names of clients, including all municipalities, for which this service has been provided, and the name and telephone number of a contact person.

D. Insurance Requirements

1. The Contractor shall maintain liability and property damage insurance, including medical liability insurance, sufficient to satisfy any and all claims arising out of the service rendered under this contract including but not limited to the following:
 - a) General Liability: \$1,000,000.00 per occurrence Bodily Injury liability, \$500,000.00 per occurrence Property Damage liability or a combined single limit of \$3,000,000.00 Annual Aggregate Limit.
 - b) Workers' Compensation Insurance for all its employees in accordance with Massachusetts General Laws.

The Contractor shall provide evidence of such insurance upon execution of a contract. All policies of insurance shall require a thirty (30) day notice of cancellation to the Town of Middleborough and the Town shall be designated as a co-insured on all such policies.

2. The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Middleborough, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his employees, agents, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Middleborough for damage to its property caused by the Contractor, his employees, agents, or subcontractors, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Middleborough's gross negligence or willful misconduct.

E. Withdrawal of Bids

Except as hereinafter provided, once a proposal is submitted and received by the Town, the proposer agrees that he may not and will not withdraw it within thirty (30) calendar days after the actual date of the opening of proposals.

Upon proper written request and identification, proposals may be withdrawn only as follows:

- a) at any time prior to the designated time for the opening of proposals;
- b) provided the proposal has not been accepted by the Town, at any time subsequent to thirty (30) days following the actual date of proposal opening.

Unless a proposal is withdrawn as provided above, the proposer agrees that it shall be deemed open for acceptance until a contract has been executed by both sides or until the town notifies the proposer in writing his proposal is rejected or that the town does not intend to accept it, or returns his bid surety. Notice of acceptance of a proposal shall not constitute rejection of any other proposal.

F. Bid Status Information

Award notification will be mailed to all bidders.

G. Specifications

Equipment

21 sections of proper archive shelving with four adjustable shelves, which will house approximately 968 boxes.

Supplies

1,740 archive quality boxes, 600 box labels, 100 transfer/request forms.

System

A database suitable for computerized control of archival storage including: contents, location, department, and disposal date.

Scope

Locations of documents include, but are not limited to: Middleborough Town Hall basement (10 Nickerson Avenue), Middleborough Bank Building basement and Town Clerk's Office/vault (20 Centre Street), Middleborough Police Station attic (99 North Main Street) and Middleborough Fire Station basement (125 North Main Street).

Labor

Provision of labor, including one supervisor and two staff persons, to perform the work and services required.

The Contractor must submit the following with his bid proposal:

Form for General Bid

Non-Collusion Affidavit

Certificate as to Corporate Bidder

H. Project Schedule

The work of the project is to be completed by June 30, 2014.

TOWN OF MIDDLEBOROUGH
Community Preservation Committee
20 Center Street
Middleborough, Massachusetts 02346
cpc@middleborocpa.org

December 5, 2013

Grant #: 2013-10-08

Ms Allison Ferreira, Town Clerk
Town of Middleborough
20 Center Street
Middleborough, MA 02346

Re: 2012 CPA Project Funding – Preservation of the Town of Middleborough’s Historic and Vital Records- Phase Two

Dear Ms. Ferreira,

Congratulations on being a recipient of the Town of Middleborough’s Community Preservation funds (CPA funds) for 2013. Your effort and cooperation during this year's project selection process helped secure the overwhelming support at the Annual Town Meeting for the Community Preservation Committee's (CPC) spending recommendations. Voters agreed that this project is worthwhile and now they expect that each will be well executed. Before you move forward with the project, please pay close attention to the following important instructions and funding conditions:

- The CPA contact person assigned to your project is Josephine Ruthwicz, CPA Secretary / Middleborough Housing Authority Director. All necessary documentation and communication with the Town regarding this project shall be directed to her. Contact her at: phone: 508.947.3824 x16; fax 508.947.6393 or by email at jruthwicz.mha@verizon.net
- CPA funding for your project is not available until the town meeting vote is certified by the Town Clerk. The CPC received certification 11/18/13; therefore, CPA funding for your project is available immediately following the date of this letter, however:
- CPA funds shall be disbursed only after project completion to both the CPC's and both the CPC's and your satisfaction and consistent with the approved project scope, and after:
 - a) Receipt by the CPA contact person of an invoice by your organization for payment (or reimbursement) for completed services, including all back-up documentation and invoices for the entire project by the contractor(s) who performed the work; and
 - b) Verification that all applicable state purchasing and ethics regulations, local bylaws, and Town financial policies have been met; and
 - c) The assigned contact person has verified that the conditions of this award letter have been met.

CPA fund disbursements may also be made in installments after completion of project phases defined in a contract for services or purchase order.

- Payments will be made for the amount invoiced by the contractor(s) up to **\$68,509**.
- Funds cannot be released until the Board of Selectmen has signed the Accounts Payable Warrant.
- CPA funds shall be used only for preservation work that is legally eligible under the CPA statute, M.G.L chapter 448. As determined during the CPC's project review, eligible preservation work includes the following:
 - Establish a computerized indexing and retrieval system
 - Purchase archival shelving and boxes for records storage
 - Implement a subject filing system and purge old documents
 - Re-box and index town records
- CPA funds shall not be use for rehabilitation or maintenance.
- Any significant changes to the project as limited herein shall require CPC approval. Please contact Josephine Ruthwicz to help determine what change is significant, and if necessary to schedule an appointment with the CPC.
- Upon full completion of the project, you must certify completion in writing to your assigned contact person. Once your certification is received, your project account will be closed and no further funds shall be available for this project.
- Any CPA funds awarded to this project and not used upon project completion will be returned to the general CPA fund of the Town and made available for future appropriation by Town Meeting for other projects.
- Good publicity for your project is very important. It is exciting for Middleborough citizens to know where their CPA funds are being spent. It is also essential that the CPA remains strong at the State level. Therefore, the CPC asks that you make every effort to credit the source of this funding in written materials and with signs at the project location stating "This project has been generously supported by the Town of Middleborough Community Preservation Fund." If possible, submit a letter to the Gazette detailing how the funds have benefited your project.
- As agreed to in the application, grantees are required to place a sign or banner in front of the project.
- The Community Preservation Committee requests monthly progress reports be submitted to cpc@middleborocpa.org beginning January 2014. At a minimum, these monthly reports should include the following information:
 1. Notification of project commencement
 2. Status of project milestones, including dates
 3. Expenses to date
 4. Date of project completion.

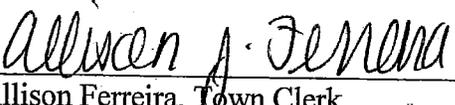
For general questions please contact the CPC via email - cpc@middleborocpa.org - or by calling the your CPA contact. Finally, please sign and return this acceptance form. Thank you for working in partnership with the CPC to make a significant and lasting difference in our Town.

Sincerely,

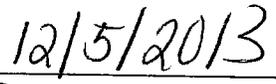


Josephine A. Ruthwicz,
Secretary

I, Allison Ferreira, Town Clerk, as the authorized representative of the Town of Middleborough, agree to the terms as stated above as a recipient of the Town of Middleborough's Community Preservation funds (CPA funds) for 2013.



Allison Ferreira, Town Clerk



Date



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

October 23, 2013

To Whom It May Concern:

I do hereby certify that the following vote was taken at the October 7, 2013, Special Town Meeting, held in the Middleborough High School Auditorium, which was called to order at 7:19 PM by the Town Moderator, Wayne C. Perkins, who declared a quorum present:

ARTICLE 17. Voted unanimously to appropriate \$68,509 from the Community Preservation Fund Balance Reserve to begin Phase 2 of the Town's Historic & Vital Records Preservation which will include establishing a computerized retrieval system; said funds to be expended under the direction of the Community Preservation Committee.

Board of Selectmen Recommended Favorable Action

Finance Committee Recommended Favorable Action

Very truly yours,

Allison J. Ferreira
Town Clerk

A TRUE COPY ATTEST
Allison J. Ferreira
TOWN CLERK

TOWN OF MIDDLEBOROUGH
Community Preservation Committee
20 Center Street
Middleborough, Massachusetts 02346
cpc@middleborocpa.org

October 17, 2012

Grant #: 2012-10-01

Ms Allison Ferreira, Town Clerk
Town of Middleborough
20 Center Street
Middleborough, MA 02346

Re: 2012 CPA Project Funding – Preservation of the Town of Middleborough’s Historic and Vital Records- Phase One - Assessment

Dear Ms. Ferreira:

Congratulations on being the first recipient of the Town of Middleborough’s Community Preservation funds (CPA funds). Your effort and cooperation during this year's project selection process helped secure the overwhelming support at the Annual Town Meeting for the Community Preservation Committee's (CPC) spending recommendations. Voters agreed that this project is worthwhile and now they expect that each will be well executed. Before you move forward with the project, please pay close attention to the following important instructions and funding conditions:

- The CPA contact person assigned to your project is Josephine Ruthwicz, CPA Secretary / Middleborough Housing Authority Director. All necessary documentation and communication with the Town regarding this project shall be directed to her. Contact her at: phone: 508.947.3824 x16; fax 508.947.6393 or by email at jruthwicz.mha@verizon.net
- CPA funding for your project is not available until the town meeting vote is certified by the Town Clerk. The CPC received certification 10/17/12; therefore, CPA funding for your project is available immediately following the date of this letter, however:
- CPA funds shall be disbursed only after project completion to your satisfaction and consistent with the approved project scope, and after:
 - a) Receipt by the Town contact person of an invoice by you for payment (or reimbursement) for completed services, including all back-up documentation and invoices for the entire project by the contractor(s) who performed the work; and
 - b) Verification that all applicable state purchasing and ethics regulations, local bylaws, and Town financial policies have been met; and
 - c) The assigned contact person has verified that the conditions of this award letter have been met.

CPA fund disbursements may also be made in installments after completion of project phases defined in a contract for services or purchase order.

- Payments will be made for the amount invoiced by the contractor(s) up to **\$5,150**.
- Funds cannot be released until the Board of Selectmen has signed the Accounts Payable Warrant.
- As a public agency the Town of Middleborough is responsible to ensure that the procurement of goods and services for CPA funded projects, including procurements that are partially funded with monies donated by private entities towards the project, will abide by all applicable State and municipal requirements. Certain procedures are required for expenses of \$5,000.00 or more, including a requirement that certain State funded projects are done with a specified minimum participation level by minority- and women-owned businesses. Please contact your legal counsel if you have any questions.
- CPA funds shall be used only for preservation work that is legally eligible under the CPA statute, M.G.L chapter 448. As determined during the CPC's project review, eligible preservation work includes the following:
 - Assessment of the Town of Middleborough's historic and vital records at the following locations:
 1. Town Hall, 10 Nickerson Avenue
 2. Town Hall Annex, 20 Centre Street
 3. Police Station, 99 North Main Street
 4. Fire Station, 125 North Main Street
- CPA funds shall not be use for rehabilitation or maintenance.
- Any preservation work on a building that is older than 60 years shall require consultation with the Middleborough Historical Commission for a determination if the Secretary of the Interior Standards for the Preservation of Historic Resources apply.
- Any significant changes to the project as limited herein shall require CPC approval. Please contact Josephine Ruthwicz to help determine what change is significant, and if necessary to schedule an appointment with the CPC.
- Upon full completion of the project, you must certify completion in writing to the assigned staff person. Once your certification is received, your project account will be closed and no further funds shall be available for this project.
- Any CPA funds awarded to this project and not used upon project completion will be returned to the general CPA fund of the Town and made available for future appropriation by Town Meeting for other projects.
- Good publicity for your project is very important. It is exciting for Middleborough citizens to know where their CPA funds are being spent. It is also essential that the CPA remains strong at the State level. Therefore, the CPC asks that you make every effort to credit the source of this funding in written materials and with signs at the project location stating "This project has been generously supported by the Town of Middleborough Community Preservation Fund." If possible, submit a letter to the Gazette detailing how the funds have benefited your project.

- The Community Preservation Committee requests monthly progress reports be submitted to cpc@middleborocpa.org beginning January 2013. At a minimum, these monthly reports should include the following information:

1. Notification of project commencement
2. Status of project milestones, including dates
3. Expenses to date
4. Date of project completion.

For general questions please contact the CPC via email - cpc@middleborocpa.org - or by calling the your CPA contact. Finally, please sign and return this acceptance form. Thank you for working in partnership with the CPC to make a significant and lasting difference in our Town.

Sincerely,

Josephine A. Ruthwicz

Josephine A. Ruthwicz
Secretary

cc: Board of Selectmen
Town Administrator
Town Accountant

I, Allison Ferreira, as the Town Clerk and authorized Keeper of the Records for the Town of Middleborough, agree to the terms as stated above as a recipient of the Town of Middleborough's Community Preservation funds (CPA funds) for 2012.

Allison J. Ferreira
Allison Ferreira

October 17, 2012
Date



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

October 3, 2012

To Whom It May Concern:

I do hereby certify that the following vote was taken at the October 1, 2012, Special Town Meeting, held in the Middleborough High School Auditorium, which was called to order at 7:09 PM by the Town Moderator, Wayne C. Perkins, who declared a quorum present:

ARTICLE 12: Voted unanimously to appropriate \$5,150 from the Historic Resources Reserve of the Community Preservation Fund to fund Phase I of the Middleborough Town Clerk's project for preservation of historic town records by conducting an assessment of said town records as preparation of restoring, preserving and microfilming said records including a computerized document management system; said funds to be expended under the direction of the Community Preservation Committee.

Finance Committee Recommended Favorable Action

Board of Selectmen Recommended Favorable Action

Community Preservation Committee Recommended Favorable Action

Historical Commission Recommended Favorable Action

Very truly yours,

Allison J. Ferreira
Town Clerk

A TRUE COPY ATTEST
Allison J. Ferreira
TOWN CLERK